(Ac)

V28243:1.M9.

Do

81843 14548

80592 8469

MAIPUR

ALLEGATIONS OF SHAHPURA set forth in its REPRESENTATION REGARDING the MEWAR SERVICE and RELATION.

I. Maharaj Surajmal, the second son of Maharana Amar Singh, was the founder of the Shahpura family. He held the Pargana of Palana, as his portion in Mewar for the maintenance of his family. He passed his life at Udaipur enjoying the said estate without any service.

II. and III. His son Sujan Singh owing to some misunderstanding left Udaipur and went to the Emperor Shah Jahan of Delhi who granted him the Pargana of Phulia in Sambat 1684 (1628 A.D. Shortly after he founded the town of Shahpura in the name of his benefactor. He fell fighting for the Emperor in a battle at Ujjain in Sambat 1716 (A.D. 1660).

His son Daulat Singh ruled over the said Pargana of Phulia, but only for a period of 25 years, after which he died.

## THEIR REPLIES.

I. The Raja Dhiraj of Shahpura has cited no authority to prove his allegation that Maharaj Surajmalji held the Pargana of Palana without any condition of service. Further it seems wholly improbable that the said Pargana should have been granted without any service being imposed upon it, when from the earliest times, ever since the commencement of the Feudal system in Mewar, all jagirs of the Feudatory Chiefs and Maharajas or cadets were granted subject to the condition of the grantees' rendering service to the Sree Darbar. The key-stone of the Feudal system is service.

Palana is now included in the grant dedicated for the use of Eklingji or God Siva. This very fact proves that even if Palana had at all been in the possession of the Raja of Shahpura, it was resumed by the Sree Darbar, as it is always competent to resume the Pattas of its Jagirdars. As the Raja Dhiraj now holds the Pargana of Kachhola and not that of Palana, his statement about Palana is therefore irrelevant.

II. and III. The Raja Dhiraj of Shahpura has adduced no evidence for his allegation that Sujan Singh, his ancestor, founded the town of Shahpura, and named it after the Emperor Shah Jahan of Delhi. As a matter of history Shahpura was founded by Shahji, son of Maharana Udai Singhji, ancestor of the present Maharana, as will appear from a perusal of the Memorandum sent by the Sree Darbar to the Political Agent, Mewar, in Sambat 1928 (1872 A.D.) (vide para 2 of the Document No. 185 of the Book of Documentary Evidence).

Colonel Tod, in his Annals of Rajasthan, says:—
"Kachhola forms the Patta of Shahpura in this district, whose Chief has to serve two masters, for

he is a tributary to Ajmere for Shahpura, itself a Fief of Mewar, and holds an estate of about. Rs. 40,000 of annual rent in Mandalgarh which has been two years under sequestration for his refusal to attend the summons to Udaipur, and for his barbarous murder of the Chief of Amargarh" (Vol. II, Chap. VIII, page 676, Author's Edition).

This is the very reason that whenever dhonses (attachments, etc.) are sent by the Sree Darbar to

the Raja Dhiraj of Shahpura, they are always sent to Shahpura itself. In Sambat 1874 (A.D. 1818) Raja Amar Singhji of Shahpura murdered Rawat Ran Singhji of Amargarh in Shahpura. The Raja himself being the accused person and Shahpura being under the Darbar, all proceedings in the murder case were then taken by it, and the accused was punished, and the entire Jagir of Kachhola was resumed by the Sree Darbar (vide Nos. 12 and 13, Book of Documentary Evidence).

IV. His son, Bharat Singhji, succeeded to the Gadi in Sambat 1742 (A.D. 1686). He fought very bravely in Guzrat and consequently received the title and dignity of a Raja and the rank of "Sarah-tin-Hazaree" in Sambat 1762 (A.D. 1706).

The Parganas of Jahazpur and Mandalgarh were by this time included in the Emperor's Khalsa (vide "Tod's Rajasthan," p. 735). The former was held by the Raja of Shahpura on some sort of lease, as is evident from Appendix No. 1, and the latter by the Rathors, who imposed a tax called Daotra, or Dasotra, one-tenth of revenue, on all the landholders of the Pargana (Tod, p. 735).

The Raja was thus ruling independently over the Imperial grants of Phulia and Jahazpur and was well renowned for the bravery of his troops. Sambat 1773 (A.D.1717), the then Maharana Sangram Singhji expressed his wishes to revive the relations of the Shahpura family; and consequently called on him for an interview. Thus he proceeded to Udaipur after three generations. He was received as an independent Chief and was granted an estate yielding Rs. 50,000, without any service (vide Appendix No. 2).

The Raja Dhiraj alleges that Maharana IV. Sangram Singhji, ancestor of the Sree Darbar, received Bharat Singhji, ancestor of the Raja Dhiraj, as an independent Chief and granted to him a Jagir in Mewar yielding an annual income of Rs. 50,000 without reservation of any condition of service, under Sanad No. 2 referred to in the Appendices to the Representation of Shahpura. exemption from service is neither expressly stated in the Sanad granted, nor is there any evidence adduced to prove that Raja Bharat Singhji was received as an independent Chief by Maharana Sangram Singhji. On the other hand, the fact of Raja Bharat Singhji having accepted the Jagir granted by the Sree Darbar of Mewar, proves that he acknowledged vassalage duties to the Sree Darbar like other Feudatory Chiefs of Mewar. These vassalage duties are always attached to and are never separable from the Jagirs. The Sanad No. 2 is like all other Sanads of Jagirs, containing mention of Rekh Takka (double the amount of produce) and Uput (actual produce) of every village comprising the Jagir, which are generally inserted in Sanads to signify and fix the usual contribution to be made of horsemen and foot soldiers in proportion to the total amount of rent. Further, in olden times, the condition of service was not generally inserted in all Sanads of Jagirs. to be inserted in some, while it was not inserted in others; but it was always understood that the liability of service was attached to all Jagirs without exception. "Too often the grants contained but the names of towns and villages and their value; or if they had the more general terms of service none of its details" (vide page 135, Chapter I Tod, Vol. I, Author's Edition).

Besides, the Ikrarnama (vide No. 1, Book of Documentary Evidence) shows that Raja Bharat Singhji agreed to pay to the Darbar the annual

Peshkashi (tribute, etc.) of Rs. 22,003 in respect of Pargana Phulia, which he formerly paid to the Subedar of Ajmere (Moghul authorities). history of Pargana Phulia is this:—It formerly belonged to the Sree Darbar, it was sequestered by Emperor Shah Jahan and granted to Sujan Singhji in Sambat 1685 (A.D. 1628) sumed by Maharana Raj Singhji. It was again sequestered by Alamgir, but after his death it was once more brought under the authority of the Mewar State. That was the reason why in the time of Maharana Sangram Singhji, Umed Singhji, son of Raja Bharat Singhji, executed the said agreement. If such was the case with regard to Pargana Phulia, how can it be likely that the Jagir granted by the Sree Darbar, Mewar, so powerful at that time as to bring the Pargana of Phulia under its subjection, was free from condition of service?

With regard to Jahazpur, the Raja Dhiraj alleges that it was included in the Emperor's Khalsa, and it came into the possession of the Raja of Shahpura on some sort of lease and produces as evidence Appendix No. 1 with his Representation. The said Appendix No. 1 is not a Sanad from the Emperor or from the Sree Darbar; nor does it appear who were the persons named therein and what connection they had with the Raja Dhiraj. Jahazpur is now in the Khalsa of the Sree Darbar and not in the possession of the Raja Dhiraj. This Appendix No. 1 is therefore valueless and not relevant to the present discussion.

V. In Sambat 1775 (A.D. 1719) the estate was exchanged and a fresh Sanad was issued; no term of service evidently for the said reason was entered (vide Appendix No. 3).

The Jagir mentioned in Appendix No. 3 is not now in the possession of Shahpura, therefore the said Appendix is irrelevant to the present discussion. Besides the fact of the Jagir being exchanged two years after the grant proves that the continuance of the Jagir and its exchange depend upon the will of the Sree Darbar and that the condition of service was always attached to the Jagir, otherwise no need for resumption or exchange by the Sree Darbar would arise. allegation of exchange two years after the grant instead of proving the absence of condition of service from the Jagir proves the reverse, namely, that the condition of service was always attached to the Jagir and in the event of no scrvice being rendered by the Jagirdar the Sree Darbar, either resumed the Jagir or otherwise punished the refractory Feudatory Chief.

VI. Shortly after, the Mewar Darbar succeeded in expelling the Royal garrison from the Jahazpur and the Mandalgarh Forts (Tod, p. 735), and Raja Bharat Singhji also left the former district in Sambat 1777 (A.D. 1721).

In Sambat 1778-81 the however. pro-Darbar, posed to restore the same as an additional grant for the performance of service in Mewar (vide Appendix No. 4), but the Raja refused to hold it on this term, for its performance was quite impossible at this time when it was not an easy task to rule over the Pargana of Phulia as well as over the patrimonial estates lying scattered far off in Mewar.

In Sambat 1786 (A.D. 1730 the said Raja Bharat Singhji died at Shahpura. leaving the said estate to his son, Umed Singhji.

With regard to this allegation of the Raja Dhiraj of Shahpura, the purport of the Sanad No. 4 produced by him should be carefully considered. The said Sanad (Appendix No. 4 to the Representation) sets forth: "The Pargana of Jahazpur is granted to you in Patta to serve the Sree Darbar as five (several) other Thakurs do in accordance to the Rekh and income of the said Pargana, i.e., the order is just that which was (blank)." written before in Sambat 17 Sanad then distinctly imposes upon the grantee the duty of rendering service and clearly defines his rank like that of the other Thakurs (Feudatory Shahpura cannot therefore Chiefs of Mewar'. claim a rank higher than the ranks of the other Jagirdars. Although the Raja Dhiraj has made a bold allegation that no condition of service is mentioned in his older Sanads granted prior to Sambat 1781 (A.D. 1725), yet the Sanad quoted above clearly shows that the previous Sanads also imposed condition of service; for it sets forth that "the order is just that which was written before." It must be said therefore that the Raja Dhiraj's allegation that his Jagir was exempt from the condition of service is groundless.

Next the Raja Dhiraj finding it difficult to get himself out of this Sanad, which imposes condition of service and defines his rank like that of the other Feudatory Chiefs and not higher, proceeds to allege that his ancestor refused to hold Jahazpur on the term of service. If the Sanad was not accepted, how did it come into his custody and how has he produced it? This Sanad, it appears, has been in the custody of Shahpura for upwards of a century and a half. His present allegation, contrary to the terms of the Sanad, which he has himself produced, therefore cannot be entertained.

Again, the Ikrarnama of Sambat 1785 (A.D. 1728) (vide No. 1, Book of Documentary Evidence) shows that at that time Bharat Singhji acknowledged his position as subordinate to the Sree Darbar even with regard to Phulia, which was a Jagir granted by the Moghul Emperors How was it possible for him, therefore, to decline to hold Jahazpur, which was a Jagir from the Sree Darbar on the condition of service?

Again about that time Shahpura was so far subordinate to the Sree Darbar that it gave up its

VII. Umed Singhji continued to enjoy the same up to Sambat 1802 (A.D.1746, when four villages of his holdings in Mewar were exchanged. Nothing was still inserted about service (vide Appendix No. 5).

VIII. In Sambat 1798 he got the Pargana of Kotputli in Jaipur in lieu of his aid in driving back the Chief of Jodhpur from Gangwana and continued to hold it till he accepted the terms of service in Mewar in lieu of an additional grant of 18 villages.

IX. Raja Umed Singhji was a favourite of Malhar Rao Holkar. At the Darbar's request he tried and succeeded in obtaining Holkar's support in the succession of Maharaja Madho Singhji of Jaipur, Darbar's nephew. Consequently in Sambat 1805 (A. D. 1749) the Darbar was pleased to make an additional grant of the villages of Agoocha and its hamlets yielding annual income Rs. 12,000 on a term of service with 48 sowars 48 sepoys (vide Appendix No. 6).

right of Bhom of the four villages of Bishnia, Moondla, Butee and Atolee in Pargana Mandalgarh (vide No. 2, Book of Documentary Evidence). The Raja was not therefore in a position to decline to hold Jahazpur on the ground of service being attached to it.

VII. It is alleged that in the Sanad (Appendix No. 5) by which four villages in Mewar were exchanged nothing was inserted about service. the first place, it was not necessary that condition of service should invariably be inserted in the Sanads whereby exchanges of villages are made. It is well understood that Jagirs have condition of service attached to them and are never separable In the next place translation of the whole document has not been given. The concluding clause "Registered in the department of Bakshi" has been left out. The Bakshi is an officer, who is in charge of records of the Jagirs; and when this Sanad was registered in the Bakshi's office, it is clear that condition of service was also imposed upon this Jagir; otherwise it would not have been so registered.

VIII. There is no evidence to support the allegation made by the Raja Dhiraj, namely, that his ancestor, Raja Umed Singhji, having given up the Jagir of Kotputli granted to him by the Jaipur Darbar, accepted the terms of service in Mewar in lieu of a grant of 18 villages only and so accepted service with regard to those 18 villages. Reply No. XII below will show that this allegation is groundless.

IX. Whenever the Raja Dhiraj finds that any Sanad of Shahpura contains terms of service, he gets over it by alleging as usual that it was not accepted; but he adduces no evidence of its To disprove this allegation of the Raja refusal. Dhiraj, the reasons given in Reply No. VI in respect of his Sanad No. 4 are sufficient. alleged (see allegation No. VI above) that the Raja of Shahpura did not accept Jahazpur on terms of service; but here he states that his ancestor "asked the Darbar to make up his whole estate in the Pargana of Mandalgarh or Jahazpur, where he had but some villages of his holding by exchanging such as were situate far off in Mewar." If the Sanad No. 4 was not accepted, as it is alleged by the Raja Dhiraj in allegation No. VI, how could the Raja have villages in the Pargana of Jahazpur? His

As the stipulation for service was an invention, he refused to accept the terms and at the same time asked the Darbar to make up his whole estate in the Pargana of Mandalgarh or Jahazpur, where he had only some villages of his holding by exchanging such as were situate far off in Mewar.

X. The Darbar was therefore annoyed and the whole estate was resumed. The Raja then looted and seized Jahazpur more than onee till the matter was referred to Holkar, who forced the Darbar to restore the hereditary estate and the new grant of Agooeha. This was shortly done, but the eempliance of the Raja's request regarding the exehange of estate gave rise to another demand for payment of Ghasmari and Daotra taxes charged on all the landholders in the Pargana of Mandalgarh or the performance of service shortly commuted by the Darbar in their return (vide Tod, p. 735).

The Raja again refused to accept any of the terms on the ground of his enjoying the privilege of exemption. The Darbar did not like to make an exception to a rule generally prevailing in the Pargana, and at last the matter was settled by renewing the grant of Agoocha, and the exchange of the whole estate in Mandalgarh with certain additions sufficient to meet the payment of the demands of the Pargana taxes of Daotra, Ghasmari, and Kharlakhar, evidently exempting

allegation No. VI above that he did not accept Jahazpur because of the term of service is disproved by his own subsequent statement. Further, the Sanad No. 11 produced by the Raja Dhiraj (which is No. 6 in the Book of Documentary Evidence) proves that he did actually accept Agoocha under Sanad No. 6 on term of service, as is evident from Sanad No. 11 granted 15 years after the date of Sanad No. 6 in which is inserted the following clause: "Agoocha with Khera that was previously in the possession of Raja Umed Singhji." If Sanad No. 6 had not at all been accepted, the clause quoted above could not have been inserted in Sanad No. 11.

X. This allegation of the Raja Dhiraj proves that the condition of service was at that time deemed so essential that owing to Shahpura's refusal to accept the term of service in respect of one village, Agoocha, which was a new grant, the Sree Darbar was so much annoyed that the whole estate was resumed. Under such circumstances, how can it be deemed true that the previous grants were, as alleged by the Raja Dhiraj, exempt from service ? If they were without the condition of service, how was it that upon the trifling cause of refusal to accept a new grant, on condition of service, the whole of the prior Jagirs was resumed, especially at the time when the Raja rendered help in placing on the Juipur throne Maharaja Madho Singh, nephew of the Maharana, as alleged by the Raja Dhiraj.

Again, when for such a trifling cause as stated above, the whole of the previous Jagir was resumed. how ean it be conceived that the Raja was so powerful that he then "looted and seized Jahazpur more than once till the matter was referred to Holkar, who forced the Darbar to restore the hereditary estate and the new grant of Agoocha?" Whatever be the cause of resumption of the Jagir, the very fact of its being resumed proves that it was subject to the condition of service and that the Sree Darbar was competent to resume the Jagirs of Shahpura whenever it was necessary to do so, and this it did at that time. The high rank and mighty power of Shahpura as alleged or the friendship between it and the Holkar did not then stand in the way of the resumption of the Jagir by the Sree Darbar. We may safely say therefore that there can be no room for complaint on the part of

him from service, which was only their alternative for the landholders of this Pargana (vide Tod, p. 735).

Accordingly a fresh Sanad was issued in Sambat 1809 (A.D. 1753) without any stipulation for service showing the grant as follows:—73 villages in Pargana of Mandalgarh, 5 villages including Agoocha in the Pargana of Badnore (vide Appendix No. 7.

The Account Books show that a sum of Rs. 3,250 was since paid on account of the said taxes, Daotra, etc., up to a short time before the estate was last resumed and restored in Sambat 1874.

This fact is also clearly proved by Tod's Rajasthan, p. 736.

the present Raja Dhiraj when only one small village of Pacholi was resumed (in A.D. 1894) by the Sree Darbar for disobedience of his orders. Irrespective of these considerations the Raja Dhiraj has adduced no evidence of his allegation beyond a reference to page 735, Tod's Rajasthan (which will be discussed below in detail) which, however, makes no mention of Shahpura but simply recites that the Sree Darbar recovered possession of Mandalgarh from the Emperor of Delhi and concluded settlement thereof with the Bhomias.

In ancient times of disturbance there was no leisure, no motive, nor need for keeping and preserving documents and papers in good order, because the Sree Darbar being the sovereign authority had complete sway over the Jagirdars and could mend the refractory subordinates; and so the Darbar had no idea that papers could be of any value. Even at this moment old State papers cannot be found in proper order, for all correspondence held were never registered or copied in registers. sides papers, together with their replies remained generally at the houses of the Pradhans (Prime Ministers) and officers; and consequently they remained still with them when they left service. Nevertheless certain old papers have fortunately been obtained to disprove this allegation of Shahpura. It will appear from Documents Nos. 3, 4, and 5 in the Book of Documentary Evidence that the Raja of Shahpura was ordered to join the State force of Mewar with his quota of troops. occasion, it will appear, he was fined not by the Pradhan (Prime Minister) nor by the Sree Darbar, but only by a subordinate district officer. be mentioned that the Raja of Shahpura fully carried out the order but only complained about the fine as being unjust. In No. 4 the Raja says: "We have no objection since we must serve wherever we are ordered by our master." "Jahazpur being only about 18 miles off from here my quota of troops may on receiving order join him (the commander of the force; or on more serious occasion I myself too may join him." "But if the order be that I should keep my troops there, say for three or four months, I shall readily act according to that order." In No. 5 he says: "Notwithstanding all this if His Highness be pleased to place my service under Dina Nathji, I have not the slightest objection, in obeying the order of His Highness. He is a high-class Brahmin and

I must serve him. I should raise no objection even in serving any other insignificant man if it pleaseth His Highness." "Now if it pleaseth His Highness that I must send my quota of troops to Jahazpur, I am ready to obey his order implicitly." "His Highness is the source of all my honours and independently of him I have no status." "Prior to this on several occasions when I was deputed to render service personally or to send my quota of troops, I received orders directly from His Highness or from you (the Prime Minister)."

The passages quoted above disprove the allegation that the Jagir granted at that time was without the condition of service or that the Raja of Shahpura did not at that time accept the term of service or that he having secured the aid of Holkar looted the villages of Mewar and obtained Sanad of exemption from service. On the other hand, it clearly proves that the Raja of Shahpura has always rendered service and at that time also, according to the orders of Sree Darbar, he was ready to render services personally or with his quota of troops and that in the event of default, even a subordinate district officer punished him with fine. What more evidence is required to disprove the allegation of Shahpura?

The Raja of Shahpura has in every place tried to prove that the previous pattas did not contain condition of service or that whenever condition of service was entered, the patta was not accepted. But in the documents referred to above the Raja of Shahpura has clearly stated that previously hc was on several occasions directed to render personal service or to contribute his quota of troops and that in accordance with the order of the Sree Darbar he rendered service. For, in Document No. 5, he adds in his own handwriting: "His Highness is the source of all my honour; independently of him I have no status." In face of this document how can the Sanad No. 7 produced by Shahpura and in respect of which the Raja Dhiraj says that it contains no term of service be accepted? Further, this grant (Appendix No. 7) was made to him by reason of his asking for the same by a letter to the Prime Minister in Sambat 1807 (A. D. 1751) (vide Document No. 4), for therein it is stated: "I herewith send you a list of the villages. Please submit the whole matter to His Highness and manage to procure a deed of grant of the villages without delay." If Document No. 4 contains

professions of loyalty and service, this Appendix No. 7 cannot be supposed to be without the condition of service.

To revert to the only authority Shahpura has cited, it will appear on a reference to Tod, pp. 755 and 736 (p. 680 of the Author's Edition) that at p. 735 Tod speaks of Aurangzebe having granted Mandalgarh to a Rathore Chief, who imposed a tax called Daotra; that when the Mewar Darbar got Mandalgarh, it first continued levying the Daotra tax, but subsequently commuted the tax into one of service by footnien and horsemen; that the Darbar also confirmed the acquisition by the Bhomias of its kindred (in which class Shahpura is included) in the district (Mandalgarh) on payment of certain fines; that these kindred Bhomias were also bound to repair with their vassals to and defend Mandalgarh for 10 days at their own expense and after that period at the expense of the Darbar; that other taxes were also imposed There is not a word here about on these Bhomias. Shahpura's refusal to perform service. If Shahpura had obtained any Bhom in the district in the time of the Moghuls, then along with other Bhomias it had to pay the Daotra and had also to repair to Mandalgarh to defend it. It may be that there was no other service for such prior acquisitions. But Shahpura was to be granted any portion from Mandalgarh either newly or in exchange, service liability would run with it as with all g ants from the Darbar. In regard to p. 736 Colonel Tod mentions Rs. 3,250 as the annual cash assessment in lieu of Ghasmari. He does not deal with the question of service at all Service went with every grant. But his further statement that in Sambat 1843 the sum of Rs. 3,250 was abandoned, and other subordinate fiefs given "in return for which he (Darbar Minister) exacted a stipulation to serve with 400 horse" shows that Col. Tod there refers to the Sanad of Sambat 1822 (Document No. 6 in the Book of Documentary Evidence or Appendix No. XI to Shahpura's Representation). That Sanad grants districts of Dhangarmhow, Borewah, and Agoocha and contains an express stipulation for rendering service with 500 horse and 500 foot. As they were granted in Sambat 1822 (A.D. 1765). they could not have been granted in Sambat 1843 (A.D 1787) for the first time; moreover the subsequent reference to the battle of Ujjain, which took place in Sambat 1825 (A.D. 1769) also shows Sambat 1843 (A D. 1787) is meant for Sambat 1823

(A.D. 1766). If there had been a grant of Sambat 1843 (A.D. 1787), Shahpura could have produced it. On the contrary Shahpura admits that the estate granted in Sambat 1822 (A.D. 1765) continued till Sambat 1874 (A.D. 1818). This Sanad certainly does not mean that the additional grant alone was subject to service. It only means that the whole estate was made subject to the increased service when the additional grant was given. terms of the Sanad (Document No. 6) are discussed at length in Reply No. XII infra and will show it does not admit of any other interpretation. fails to see how Shahpura cites this as an authority for his statement that in Sambat 1805 (A.D. 1749) he refused to accept the term of service and that a Sanad was therefore given to him in Sambat 1809 (A.D. 1753) "evidently exempting him from ser-There is not a word of exemption from ser-"The acquittance of this service," spoken of by Col. Tod, only refers to the sum of Rs. 3,250 levied on the Mandalgarh estate that was merged into one of service by the Sanad of Sambat 1822 (A.D. 1765) and therefore Sambat 1843 is a misprint for Sambat 1823 (A.D. 1767).

XI. The village of Kanti was added to the grant in Sambat 1810 (A.D. 1754) under a Sanad 'Appendix No. 8, and the Sanad for the whole estate was renewed on account of certain exchanges in Sambat years 1810 and 1815 (A.D.1754 and 1759) (Appendix Nos. 9 and 10).

In these Sanads the stipulation for service was never entered.

With regard to the grant of the village of Kanti, the Raja of Shahpura has produced Ap-But in the first place the said pendix No. 8. document was not granted by the Sree Darbar. appears to have been written by one Baba Khuman Nevertheless the Appendices Nos. 10 and 11 produced by the Raja Dhiraj prove that this alleged Sanad No. 8 was never acted upon; for this alleged Sanad No. 8 is a Sanad of the Sambat year 1810 (A.D. 1754), while in the alleged Appendix No. 10 of the Sambat year 1815 (A.D. 1759), it is stated that the village of Kanti was given in exchange for another village, that is, in Sambat year 1815, the village of Kanti was for the first time If the village of Kanti had been granted granted. in the Sambat year 1810, as mentioned in the alleged Sanad No. 8, it would not have been mentioned in the document of Sambat 1815 that the village of Kanti was then for the first time granted The document No. 10 is likewise to Shahpura. untrue, for, in the Sambat year 1822 (A.D. 1766), Raja Umed Singhji was granted Jagir on condition of rendering service with 500 horse and 500 foot, in respect of which the Raja himself has produced the Sanad No. 11, in which it is stated in respect of the village of Kanti that the village of Kanti having been resumed from Chundawat Jagat Singh was granted to Raja Umed Singhji. If according to the allegation of the Raja Dhiraj Kanti had been obtained by the Sanad No. 10 in Sambat 1815, it would have been mentioned in the Sanad No. 11 of Sambat 1822 (A.D. 1765), that the village of Kanti had from a previous time been in the Jagir and possession of Raja Umed Singhji, in the same way as five other villages are mentioned in the said Sanad to have been in his possession from a previous time. Hence it is proved that Sanad No. 10 is worthless.

XII. The Raja Dhiraj here alleges that under this Sanad No. 11, Raja Umed Singhji agreed to accept service in lieu of Jagir mentioned therein. Such being the ease no reply need be made regarding the prior Appendices Nos. 1 to 10 produced by the Raja Dhiraj, irrespective of the fact whether they contain condition of service or not, or of the fact whether they are genuine or ungenuine, or of the fact whether they were ever acted upon or not. Nevertheless the details showing the worthlessness of every one of the said documents have been given above; and they have very clearly exposed the invention made by the Raja Dhiraj.

The commencement of the Jagir now in the possession of the Raja Dhiraj of Shahpura dates from the Sanad (Appendix No. 11'. In this Sanad between the grantor and the grantee and on the suretyship of two sureties, it was agreed that in case of default in service, the Jagir would be resumed. But the Raja Dhiraj has not in his allegation No. XII given all the particulars regarding it, but has passed over it in a few words only. Here the Raja Dhirai admits that from Sambat 1822 (A.D. 1765), Raja Umed Singhji agreed to render service. But the only question to be considered is whether he accepted service for the whole Jagir or for the 18 villages only. Now the contents of the Sanad No. 11 produced by the Raja Dhiraj should be carefully eonsidered. It does not contain a single word indicating that service was prescribed in respect of 18 villages only. On the other hand, it sets forth:- "The villages (99) mentioned below are granted to Raja Umed Singhji, son of Bharat Singhji. \* \* "He will render service with cavalry and infantry etc., etc." Then follows a description villages, showing from whom they were respectively

XII. In Sambat 1820, the Raja was asked to give up his holdings in Jaipur and to accept service in Mewar by offering some additions to the grant. Accordingly he left the Jaipur State and agreed to serve the Mewar Darbar in lieu of an additional grant of 18 villages including Agoocha in the Pargana of Badnore, Borewah and Dhangarinhow. A fresh Sanad was therefore drawn in Sambat 1822 containing the said term of service and details of the villages of the whole tenure of an income of Rs. 1,24,200 (Appendix No. 11).

resumed and then granted. The last clause says:-"He will have to render service with 500 cavalry and 500 infantry in good condition." In the face of this clear statement, and there being nothing to warrant even any other inference, is it not too bold for the Raja Dhiraj to assert that he (Umed Singhji) agreed to serve the Darbar in lieu of an additional grant of 18 villages only and that a fresh Sanad was drawn containing the said term of service." One fails to find whence he got that idea and how he fixed the said term of service upon 18 villages only. In the translation of this Sanad (Appendix No. 11 Representation ) "67 villages just resumed from the said Umed Singhji" has been entered; while in the original document these words do not occur. translation is so far incorrect. The Sanad contains the term of service in respect of the entire Jagir. A correct translation of this Sanad is given in No. 6 of the Book of Documentary Evidence. It will show that the term of service relates to the entire Jagir and not to 18 villages only. Again, the Raja Dhiraj of Shahpura cannot seriously argue that 500 cavalry and 500 infantry is a quota which could be charged upon 18 villages only. The expense of keeping that quota would certainly amount to a large sum. It is a sufficient quota for an estate of the value of Rs. 1,24,200. It could not be for 18 villages yielding Rs. 32,000 only.

But Shahpura has left out two important papers which really form a complement of the Appendix No. 11 (Documentary Evidence No. 6). The document No. 7 is a petition submitted by Raja Umed Singhji, the Raja of Shahpura, to His Highness the Maharana Ari Singhji, the grantor of the Jagir, and says :--" Sreeji has graciously conferred Jagir on me, the patta of which I thankfully accept with all humility. Sreeji is my God; let God Sree Eklingji punish me if I ever fail to render service heart and soul in accordance with the orders of the Sree Darbar. I will act just as the Darbar orders me. My friendly relations with anybody will depend upon your Highness's pleasure. I shall have no dealings or connection whatever with the Emperor of Delhi or with any other person of that sort And if I have dealings with any such person, I will return the patta to Sree Huzur." The Raja Dhiraj of Shahpura lays much stress upon the fact that his ancestor got the Jagir of Phulia from the Emperor of Delhi and argues therefore that his rank is high and that it

is derogatory to himself to render service to the Sree Darbar. But the above quotation clearly shows that at that time the Shahpura Chief did not and could not entertain such views in respect of his rank, but on the contrary the enjoyment of the estate in Mewar was further subjected to the Shahpura Chief's dissociating all direct connection with the The Chief was to be directly subject to the Darbar and was prohibited to have any connection with anybody else. He was to be completely subservient to the Darbar. When he was prohibited from having connection with any other personage, he had no right to make any other Power to interfere with the Jagir granted by the Sree Darbar. Though the British Government, so far as its relations with the Mewar Darbar are concerned, does not stand in the same position as the Emperor of Delhi, yet with reference to the purport of the clause quoted above, the British Government stands exactly in the place of the Emperor and Shahpura is precluded from sceking its assistance In any view, the question to be considered is whether in respect of an estate held on such condition, the Shahpura Chief can call for any external assistance and ignore and upset the authority of the Darbar. The memorandum referred to in this Ikrarnama, will be found in No. 8 of the Book of Documentary Evidence. From the first para. it appears that after the Ikrarnama had been signed and after Rawat Pahar Singhji and Rawat Urjan Singhji had stood sureties, the Sanad granting the Jagir was delivered to Raja Umed Singhji. condition in this agreement is :- "To render service in accordance with the order of the Sree Darbar and from which there will be no departure." second condition is :- "To act like the Punch (five) Sardars of Mewar according to the order of the Sree Darbar on all occasions, auspicious or inauspicious, and in matters connected with the Dusscra, Chouth, Tihai, Dasondh, and Barar." These two conditions negative the allegation of the Raja Dhiraj of Shahpura and cannot exempt him from service so long as he holds the Jagir in Mewar. All previous Sanads, even if they made no mention of service, the non-performance of scrvice, the nonsigning of all Kaulnamas, and non-attendance on the Dussera and his independent status because of his Phulia Jagir—supposing all these were established though none has been and can be, cannot free him from the restrictions imposed by the above conditions. The Chief has solemnly agreed to act like the Punch

(all other Fendatory) Sardars of Mewar on all occasions including the Dussera and to render service as may be ordered by His Highness; and on that condition alone the Chief holds his estate in Mewar. The liability runs with the holding. on, the suretics state: - "Onr promise holds good so long as the Raja of Shahpura promotes the well-being of His Highness and renders service in obedience to the orders of His Highness. Our responsibility ceases if the Raja becomes disloyal and does mischief to the Sree Darbar in contravention to His Highness's orders." (He is) "to enjoy the Jagir so long as service is rendered in obedience to the orders of the Sree Darbar. Should the orders be disobeyed, Rawatji would request the Sree Darbar to resume the Jagir or His Highness might himself make it Khalsa. Without the orders of the Sree Darbar (he is) not to carry on correspondence anywhere, nor to intrigue nor to make friends with any At the very sight of the Parwana or Ruqa of the Sree Darbar, (he is) to wait on His Highness and to render service heart and soul as commanded by His Highness and not to make default in service and to be true to his salt and water." This proves that the Raja of Shahpura can enjoy the Jagir granted by the Sree Darbar so long as he performs service in accordance with the command of the Sree Darbar, and in the event of the least departure being made therefrom, the Jagir may be resumed as it was done on several previous occasions (vide Documents Nos. 12 and 13, 124 and 125, 171 and 176). these resumptions the last was made in respect of the whole Jagir even at the time of the present Raja Dhiraj in Sambat 1927 (A.D. 1871) (vide Document Nos. 171 and 175).

Further, as if to provide against the very contingency which has now occurred, the Chief is bound "at the very sight of the Parwana or Ruqa of Sreeji to wait on His Highness." Even if the Chief is treated with any greater respect for a number of years—and Ruqas alone addressed to him, he cannot claim it as a right, in face of the above writing. The Darbar can at any time ask implicit obedience to a Parwana—just as much as to a Ruqa. The Dussera Parwanas were and are annually issued to the Raja Dhiraj of Shahpura as to the other Fendatory Chiefs. In compliance with the orders conveyed through these Parwanas, the Chiefs of Shahpura have attended on the Sree Darbar on the Dussera

festival or after it. Similarly Parwanas requiring him to render service with the jamiat or personally have from time to time been issued (vide Nos. 12, 92, 93, 95, 96, 98, 99, 103, and so on) and have been always respected and obeyed.

Again in the agreement the Raja of Shahpura having affixed his signature has solemnly written with his own hand at the bottom:—"What is written above is accepted. I will never go against it in any way. I will render service in accordance with orders of Sreeji." It is very surprising on the face of the above, that his successor, the present Raja Dhiraj of Shahpura, having urged unjust objections contrary to these clauses, refuses to render service and carry out the orders of the Sree Darbar.

XIII. In Sambat year 1825 (A.D. 1769) he was summoned to join the battle of Ujjain on the promise of exchanging the whole estate with the Pargana of Jahazpur. Accordingly he proceeded with all of his Sardars and fell fighting very bravely, with a heavy irrepairing loss of nearly all of his principal followers.

XIII. In the face of the Documents Nos. 7 and 8, referred to above, whereby Raja Umed Singhji bound himself to render service to the Sree Darbar according to command, the Raja Dhiraj alleges that the Sree Darbar promised to grant the Jagir of Jahazpur to Raja Umed Singhji with a view to induce him to join in the battle of Ujjain in Sambat 1825 (1769 A.D.\, but he has adduced no anthority to support it, and such assertions, when unsupported by documentary authority, cannot be entertained; and as for the fact that Umed Singhji fought bravely and lost his life—that is unfortunately the lot of many, who have to serve their masters and then the enjoyment of vast estates is In the very same battle the its ample reward. Chiefs of Salumber and Banera also lost their lives, vide Tod, p. 429, l. 17, Vol. I, Chap. XVI.; and their descendants are still rendering service to the Sree Darbar without murmur.

XIV. He was succeeded by his son, Ran Singh, who was promised by the Darbar to enjoy the right of Moondkati in this estate, and was, further, in Sambat 1827 (A.D. 1771) offered the grant of the Pargana of Jahazpur yielding Rs. 1,50,000 in exchange of the part of his estate lying in Mandalgarh (vide Appendix Nos. 12 and 13). As the Raja did not agree to give up the requir-

ed holdings, he could not

XIV. The allegation of the Raja of Shahpura in respect of *Moondkati* is ambiguous. What he means by it cannot be understood. If it means that the estate was to be enjoyed without any service for the *Moondkati* (loss of life) of Raja Umed Singhji, there would have been an express Sanad to that effect; but the present Raja Dhiraj has not been able to produce any. The Appendix No. 12 produced by him is also dubious and irrelevant; on perusal of the same it will appear that it is not a formal document granting the right of the *Moondkati*. In the Representation (Appendix No. 12), no translation is therefore given. Again, such a Sanad could not possibly have been granted,

obtain possession over the whole of Jahazpur till he died in Sambat 1831 (A.D. 1775).

His son, Bhim Singh, succeeded to the Gadi and continued to hold both of the grants by paying a sum of Rs. 2,54,000 on receiving the promise of getting hold of the Jahazpur Fort as well.

He died in Sambat 1853 (A. D. 1797) and his son, Amar Singhji, succeeded. He too held both of the estates for a certain length of time, but was dispossessed of Jahazpur by Lakwa, the then Mahratta Viceroy, in default of a payment of further demand (Tod, p. 481).

i.e., the Jagirs granted on account of the Moondkati cannot be exempt from service; for Jagirs are granted by the Sree Darbar simply for scrvice and for sacrifice of life in cases of emergency and trouble. This is the reason why many a Sardar have lost their lives in rendering service to the Sree Darbar, but none got exemption on account of the Moondkati. service were excused on this principle (for Moondkati), there would have been no Jagirdar left at the present time to render service to the Sree Darbar. Jagirs are inseparable from service. For instance, when five villages were granted by the Sree Darbar to Rawat Dalel Singhji of Amargarh as compensation for the Moondkati (murder) of his father, Ran Singhji, committed by Raja Amar Singhji of Shahpura, they had service attached to them (vide Document No. 15 in the Book of Documentary Evidence). Besides the Appendix No. 12 is alleged to be of Sambat 1829 (A.D. 1773); but even subsequent thereto, service has been rendered by the Rajas of Shahpura from generation to generation and upon default being made in service, the whole Jagir was several times resumed, as will appear from below. If this Sanad was genuine, why was it not acted upon and why was service still continued to be rendered?

The Raja Dhiraj having produced Appendix No. 13, alleges that in Sambat 1827 (A.D. 1771), the Sree Darbar offered the grant of the Pargana of Jahazpur yielding an income of Rs. 1,50,000 in exchange of the part of his estate lying in Mandalgarh. allegation is not borne out by Appendix No. 13. The Raja Dhiraj himself says that Appendix No. 13 was never acted upon and remained inoperative would be waste of time to rebut such a worthless document. On the contrary it shows that the Raja Dhiraj has unnecessarily prolonged his story to gain his object on the strength of such inoperative and irrelevant documents. In like manner no evidence has been adduced to support the allegation that Bhim Singhji continued to hold the grant by paying Rs. 2,54,000, "on receiving the promise of getting hold of the Jahazpur Fort" and his son, Amar Singhji, also "held both the estates' for a certain length of time, but was dispossessed of Jahazpur by Lakwa, the then Mahratta Viceroy, &c." Nor is this allegation relevant to the present question; for Pargana Jahazpur is now in Khalsa (direct possession of the Sree Darbar) and not in the possession of Raja Dhiraj.

17

The real facts are that a Jagir of an annual income of one lac twenty-four thousand and two hundred rupees was granted by Maharana Sree Ari Singhji to Raja Umed Singhji of Shahpura on condition of service (vide documents Nos. 6, 7, and 8). Accordingly Raja Umed Singhji, faithful as he was till his last moment, rendered service to the Sree Darbar, fought for it and was killed in the battle of Ujjain in Sambat 1825 (A.D. 1769). Then follows the period of civil dissensions between Maharana Sree Singhji and his Feudatory Chiefs and an attempt was made to place Ratan Singh on the Gadi of Mewar (vide note on Document No. 9 and Tod, p. 427, line 22, Vol. I); at this time Ran Singhji, Raja of Shahpura, was sick and weak and could not therefore attend the Darbar, but on his behalf his son, Bhim Singhji, attended the Darbar. Ran Singhji died in Sambat 1831 (A.D. 1775), and was succeeded by his son, Raja Bhim Singhji, who served the Darbar faithfully along with the other Sardars paying thousands of rupees as Barar (War Tax), taking part in the expedition with the State army against Bhindar, attending the Darbar at Udaipur, guarding the palace like other nobles and eventually dying at Udaipur on Chaith Sud 14, Sambat 1853 (A.D. 1797). His cenotaph (monument) still exists at Ahr, near Udaipur (vide Document No. 9 in the Book of Documentary Evidence). Bhim Singhji's son, Raja Amar Singhji, also died at Udaipur in Sambat 1884 (A.D. 1827) while in the service of the Sree Darbar and his monument still exists by the side of his father's. In fact from the time of the grant of the Jagir to Raja Umed Singhji in Sambat 1822 (A.D. 1765) up to the time of its resumption in Sambat 1874 (A.D. 1818), i.e., from the time of Raja Umed Singhji up to the time of Raja Amar Singhji, service was continued to be rendered to the Sree Darbar; such being the case the allegation of the present Raja Dhiraj "that his (Umed Singh's) son and grandson were allowed to enjoy both the hereditary and additional service tenure without any service up to Sambat 1874, when they were resumed on account of the murder of the Rao of Amargarh" (para. 7, p. 2, Memorandum) is not true.

XV. In Sambat 1874 (A.D. 1818) Amar Singhji, Raja of Shahpura, fraudulently inviting Rao Ran Singhji, Bhomia of Amargarh to Shahpura, murdered him (vide Tod's Annals of Rajasthan, Vol. I, pp. 182 and 183). As this occurrence took place at Shahpura and the then Raja of Shahpura was the accused person, the Sree Darbar took all

XV. Raja Amar Singhji had some feud with Rao Ran Singh, Bhomia of Amargarh, who was murdered by the Raja in Sambat 1874 (A.D. 1818).

The Darbar therefore sent Khalsa on the whole

of the Mewar estate then held by the Raja.

forwarded The order with a Khas Ruqa, (Appendices Nos. 14 & 15, clearly shows that the estate in possession was exactly the same as was granted to Raja Umed Singhji in Sambat 1822 (A.D. 1766). It consisted of 18 villages, including Agoocha, the richest in the Pargana of Borewah and Dhangarmhow, additionally granted Raja Umed Singhji, terms of service; and 81 villages and 5 hamlets in the Pargana of Mandalgarh without any service.

Four of the Phulia villages were also entered in this list probably in order to realise a sum of Rs. 20,000 borrowed by the Raja on a mortgage bond. This is also verified by Tod's Rajasthan, p. 736.

The order was duly obeyed, and with the execption of the last mentioned four villages of Phulia, the whole of the Mewar estate was made over to the Darbar pending decision of the murder case.

proceedings and resumed the whole Jagir. With regard to this the Raja Dhiraj of Shahpura, having produced the Appendices Nos. 14 and 15, alleges that up to the time of the said resumption "in Sambat 1874, the estate in possession was exactly the same as was granted to Raja Umed Singhji in Sambat 1822, i.e., 18 villages on terms of service and 81 villages without terms of service." But it has been fully proved (Reply No. XII above) that the allegation of 18 villages only being granted in Jagir on condition of service is wholly unfounded, but the whole of the Jagir granted to Raja Umed Singhji was subject to the condition of service. On a reference to the Appendix No. 11 of Sambat 1822 (A.D. 1765) (for complete translation of which vide No. 6, Book of Documentary Evidence) and Appendices Nos. 14 and 15 (corresponding to 12 and 13, Book of Doeumentary Evidence) of Sambat 1874 (A.D. 1818), produced by the Raja Dhiraj himself and in which the details of each village are given, it will appear that they do not at all contain mention of 18 villages being granted on eondition of service and 81 villages without condition of service.

The Raja Dhiraj further adds in his allegation that four villages of Pargana Phulia were also entered in this list (order of resumption), probably in order to realise a sum of Rs. 20,000 borrowed by the Raja on a mortgage bond. By these four villages are meant Moondla, Atolee, Dhikola and Arnia, as mentioned by the Raja Dhiraj in the list of villages of his Jagir submitted by him to the Politieal Agent, Harouti. This allegation of the Raja Dhiraj is also untrue. The four villages, Moondla, Atolee, Dhikola, and Arnia in reality appertain to the Jagir of Mewar and these names are mentioned along with other villages of Mewar (vide No. 13, Book of Documentary Evidence), and in this document where Rs. 20,000 are mentioned, the names of these four villages or any reference to them are not at all given, as is alleged by the Raja Dhiraj. But the following clause is inserted at the bottom of it :- "You should come here to pay off the debt of Rs. 20,000 still outstanding that you borrowed from Joshi Juggro on a bond in order to pay off your debt to Baiji Chandji." This shows that the sum of Rs. 20,000 referred to is a distinct matter and has nothing to do with the order of attachment of these four villages.

XVI. The decision was shortly passed, by which five villages of the hereditary estate were made over to Amargarh as compensation (vide Appendix No. 16.

The Raja at first refused to abide by the decision, but was soon after reconciled by the Darbar, who promised under a Khas Ruqa (Appendix No. 17) to have four of the villages returned to him very shortly. The matter was thus put an end to, but the four villages were never returned.

XVII. As the estate then consisted of 81 villages in Mandalgarh, without service, on payment of Daotra, the return of service Tod, p. 735) and of 18 villages of Agoocha, Borewah, and Dhangarmhow,  $_{
m the}$ additional grant made to Raja Umed Singhji on terms of service, which was never performed after his death (Tod, p. 735), and as by this time the new rules for the payment of Chouth or Clihatoond and the per-formance of service were being enforced through Col. Tod, the Darbar advanced his demands for Chhatoond and service.

The Raja on the other hand, claiming immunity on the score of his grandfather's service (Tod, p. 736), and the anciently enjoyed privilege of exemption, refused to accept any of the terms. Consequently the grants were still retained in resumption, and the matter being

XVI. The statement, whether it was promised that out of the five villages made over to Amargarh as compensation, four would be returned to the Raja of Shahpura, is not relevant to this case. The Appendix No. 17 produced by him is informal and is so incomplete that it does not even contain the Sambat year, and it has never been acted upon as the Raja Dhiraj himself admits; and it is just like other ineffectual documents produced by him that have never been acted upon. But it does not appear why the Raja Dhiraj has produced this useless paper in this case. The decision passed in the murder case was not as it is alleged by the Raja Dhiraj, that five villages only were made over to Amargarh as compensation; but as a matter of fact, the whole of the Jagir of Mewar was at that time resumed by the Sree Darbar, and about six years after the resumption, when the Raja of Shahpura rendered good services to the Sree Darbar and merited its approbation, the Sree Darbar out of its pleasure regranted the present Jagir to Raja Amar Singhji.

The allegation of the Raja Dhiraj in XVII. this place that after Raja Umed Singhji had been killed, no service was at all rendered by the Raja of Shahpura to the Sree Darbar, is not true as mentioned in reply to allegation No. XIV. With regard to Col. Tod's Kaulnama of Sambat 1874 (A.D. 1818) entered into between the Maharana and his Fendatory Chiefs, the real facts are these :-In February 1818 A.D., a special British Envoy, Major-General Sir R. Donkin, accompanied by Col. Tod as special Political Agent had repaired to Mewar. All the Chiefs were called to Udaipur on the occasion. The reply to this call then given by the Raja of Shahpura is contained in Document No. 11. The tone of it will show that he showed all readiness to attend on a summons from the Darbar, and scouting the idea that any interference of the British officers could be necessary, he added: "The British authorities have requested your Highness to send for all the Sardars and that if they would not attend, the British authorities will bring the Sardars to their senses. But what connection is there with the British authorities that they should bring the Sardars to their senses? I tremble even at the sight of your Highness's servants." fully proves the subserviency of Shahpura to the Sree Darbar and that the then Raja of Shahpura

investigated clearly showed, that the grant consisted of 18 villages on terms of service, and 81 villages on payment of Daotra, the alternative of service, which was lately acquitted (vide Tod, p. 736).

The Darbar admitted the objection but proposed to resume whole of the service tenure and to charge Chhatoond instead of the Daotra on the other estate or to retain part of the latter sufficient to cover the demand for a certain length of time.

Accordingly in Sambat 1878 (A.D. 1822) a Sanad was drawn, reducing the estate as far as possible by retaining and exchanging villages of the holding and was forwarded under a Khas Ruqa (ride Appendiees Nos. 18 and 19) confirming the Raja's exemption from all sorts of the Darbar's demands as long as the rest of the estate is not restored to him.

As the Sanad showed the total resumption of 18 villages the service tenure and the retention of 34 villages and inadequate exchange of 14 villages of the ancient estate free from service, the Raja refused to hold the grant.

had no idea of opposing the proceedings of Col. Tod's Kaulnama. He could not attend Udaipur on that occasion as Major-General Donkin had then encamped at Shahpura (vide Document No. 11), and just a month after this his whole patta of Shahpura was resumed by the Sree Darbar for his murdering the Rawat of Amargarh. The Kaulnama of Sambat 1874 was formally drawn out and Chiefs (May 1818); Col. the signed Tod describes the proceedings thus:-- "On the 27th of April the Treaty with the British Government was read and the consequent change in their relations explained. Meanwhile a Charter defining the respective rights of the Crown and of the Chiefs with their duties to the community was prepared and a day named for a general assembly of the Chiefs to sanction and ratify this engagement. The 1st of May was fixed. The Chiefs assembled, the articles ten in number were read and warmly discussed, when with unmeaning expression of duty and objections to the least prominent, they obtained through their speaker, Gokul Das of Deogarli, permission to re-assemble at his house to consider them and broke up with the promise to attend the next day.

with the promise to attend the next day.

\* \* At noon on the 4th May the grand hall was again filled, when the Rana with his sons and Ministers took their seats. Once more the articles were read, objections raised and combated and midnight had arrived without the object of the meeting being advanced.

\* \* \* It was 3 in the morning of the 5th of May ere the ceremony was over." Thus it was after three days' full deliberation and discussion that the memorable Charter of May 1818 (Sambat 1874) (published at p. 209, of Vol. I of Tod's Rajasthan and at p. 39 of Aitchison's Treaties, Vol. III) was accepted by all the Chiefs and nobles of various classes and signed by or for them.

Col. Tod mentions the names of good many Chiefs who opposed the measure with all their might (vide pp. 485, 486 and 489, Vol. I). But there is no mention of Shahpura having opposed it and advanced any claim for exemption of service, Col. Tod having investigated it and found it to be correct. It must be remembered that the Annals of Rajasthan were written after Col. Tod's tenure in Mewar had expired. If therefore at any time during his tenure, Shahpura had claimed exemption and Col. Tod had found the claim right, Col. Tod would have

certainly spoken of it in describing the Charter. Such an important matter as the total exemption of one of the Chiefs from the obligations imposed by a Charter which was the sole basis of the mutual rights and obligations in future—could not but be prominently mentioned and set forth. Under the Charter itself, the name of the exempted Chief would be mentioned. On the contrary all Government records declare it to have been accepted by all the Chiefs.

As Shahpura did not find a single word in the elaborate and lengthy account Col. Tod has given of the proceedings for the Charter, it has hit upon a passage in Vol. 11. in the Chapter of "Personal Narrative" under Mandalgarh (16th and 17th October). A portion of the passage has already been referred to in Reply No. X. There, after mentioning the previous history of Mandalgarh, Rathors' and others' holdings therein, the taxes imposed upon them by His Highness the Maharana Col. Tod says :- "It was about this time, in the reign of Jagat Singhji II., that Unred Singhji of Shahpura had the grant of 73 villages in Mandalgarh, one-fifth of the whole district subject only to the fine of Rs. 3,250 annually for Ghasmari, with Rs. 500 more to the Deputy Governor, and Rs. 200 to the Chowdri or Territorial head of the district. In this lavish manner were the estates disposed of. This family continued to hold it until Sambat 1843, when the Minister Somji, in order to obtain his support during the Chundawut rebellion, gave him a formal aequittance for this service, and in addition to these lands, the two subordinate fiefs of Dhangarmhow and Borewah on the plateau, and the rich estate of Agoocha on the Khari, in return for which he exacted a stipulation to serve with four hundred horse, a contract fulfilled only by one Chief of the family, who fell leading his contingent at the battle of Ujjain. His descendants seemed to have claimed immunity on the score of his service, and the present incumbent is a mad Great changes, however, have recently been made in the condition of the Bhomias, and these desultory fines have all merged into a duty more accordant with the character of the Rajput service in the garrisons of Mandalgarh and Jahazpur, and a fixed annual sum from those who are too poor to command even a single horse" (vide p. 681, Vol. II).

There is not a word in the above of any claim advanced to Col. Tod at the time he was enforcing "the new rules for the payment of Chouth or Chhatoond and the performance of service," for exemption from such rules, nor any investigation and finding by Col. Tod. To speak of such a claim, such an investigation, and such a finding, that was not the proper place at all. As said above it would have been prominently shown in the narrative of the Charter itself.

By the above, Col. Tod only referrel to the alleged past history as was stated to him by somebody interested in Shahpura rather than to any claim advanced to him. He refers to the grant of Sambat 1823 (A.D. 1767), Sambat 1843 is a mistake (vide Appendix No. XI to Shahpura's Representation and No. 6 in the Book of Documentary Evidence), and to Raja Umed Singhji's death in the battle of Ujjain, and remarks that virtually that service alone was the real fulfilment of the stipulation to servemeaning that others after him had from want of a similar occasion not literally carried out the term to that extent. He does say that the descendants of Umed Singhji claimed immunity from service, but he modifies it by the words "seem to have claimed," a phrase which certainly shows it was his inference rather than his positive knowledge. He does not give his materials for that inference and Shahpura has not put them forward. But beyond that inferential statement, which certainly speaks of past time, he does not go. No claim to him is mentioned, and certainly not any investigation or finding. Jagir, consisting of 73 villages mentioned by Tod, was resumed by Maharana Sree Jagat Singhji for several offences. After a number of years Maharana Sree Ari Singhji granted in Sambat 1822 (A.D. 1765) a Jagir on the express condition of rendering service with 500 horse and 500 foot (vide Document No. 6) for which the then Raja executed an agreement (vide Nos. 7 and 8) and in the face of which Shahpura cannot claim any advantage from Col. Tod's statements.

On the contrary over and above the general statement of all the Chiefs having accepted the Charter, there are other passages distinctly referring to Shahpura's liability. At p. 171, Vol. I, Tod, in speaking of the Rajas of Banera and Shahpura, says:—"They have their grants renewed and receive a Khelat of Investiture; but they pay no

relief and are exempt from all but personal attendance at their Prince's Court, and the local service of the district in which their estates are situated."

In this passage Col. Tod finds Shahpura liable for personal attendance at the Court of Mewar and the local service of the district. Banera and Shahpura are bracketed together in the same rank and both are spoken of in the same breath. Shahpura cannot certainly claim any greater right or privilege than Banera. But the best piece of evidence to demolish Shahpura's so-called claim is furnished by Document No. 16 of Sambat 1877 (A.D. 1820)—and therefore of the very period to which Shahpura refers—from the Shahpura Raja to the Mewar Darbar speaking of a Jamiat having been sent and pleading his ignorance in regard to the delay in sending it.

Shahpura itself cites the Kaulnama as appendix. If the then Raja of Shahpura's signature is not found on the Charter, it was not because he was above his brother Chiefs and would not accept the terms, but because he was not then a Chief under Mewar at all as his whole estate was resumed by the Sree Darbar and therefore he could not have signed It is not too much to assert that if his Jagir had not been resumed he would have gladly signed it or he would have lost his Jagir for ever. Moreover, his son, Raja Dhiraj Madho Singhji, ratified it subsequently in Sambat 1887 (A.D. 1830) (vide Document No. 28). Therefore clause 6 of the Kaulnama applies to him just as well as to other Sardars, and accordingly he is liable under it to all the service stipulated therein (vide Document No. 14).

As is admitted, Shahpura's estate was resumed then (vide Documents Nos. 12 and 13). The reason for resumption was two-fold. To describe it in Col. Tod's language:—"Kaehhola forms the patta of Shahpura in this district; whose Chief has to serve two masters, for he is a tributary to Ajmere, for Shahpura itself, a fief of Mewar and holds an estate of about Rs. 40,000 of annual rent in Mandalgarh, which has been two years under sequestration for his refusal to attend the summons to Udaipur and for his barbarous murder of the Chief of Amargarh. This is a state of things which ought not to exist. When we freed these countries from the Mahrattas we should have renounced the petty tributes imposed upon the surrounding Chiefs not within the

limits of the districts of Ajmere and the retention of which is the source of irritating discussions with these Princes through the Feudatories. Presuming on this external influence, the Shahpura Raja set his sovereign's warrant at defiance and styled himself a subject of Ajmere, nor was it until he found he was bound by a double tie of duty that he deigned to appear at the capital. The resumption of the estate in Mandalgarh alone over came the inertness of the Chief of Shahpura" (vide Tod, p. 676, Vol. II).

The cause for resumption therefore was (1) the disobedience of the summons and (2) the act of murder. The external influence which he counted upon then proved of no avail under the far sighted policy of Capt. Tod, who even proposed to put Shahpura's whole estate under Mewar. It will, it is hoped, equally prove unavailing now in a matter which is altogether internal and within the jurisdiction of the Sree Darbar.

Shahpura, in speaking of its so-called claim for exemption (which has already been replied at sufficient length), again repeats its imaginary division of the estate into 18 villages being on service and 81 without service and then asserts that the Darbar "proposed to resume the whole of the service tenure and to charge Chhatoond instead of Daotra on the other." Such an unfair demand made to a British officer (Col. Tod)! The so-called service tenure was to be wholly resumed, and over and above that the Darbar was to charge one-sixth (Chhatoond) instead of one-tenth (Daotra) which was itself relinquished on the portion alleged to be free from service? However, Appendix No. 18 to Shahpura's Representation is said to be such a Sanad. pura says the alleged service holding of 18 villages was wholly resumed, inadequate exchange given for 14 villages, and 34 only of the original retained. And yet the Sanad distinctly enjoins "service with as ordered." Shahpura docs not refer to this nor does it say how it came to be put in-if the service tenure was wholly resumed. Strangely enough the Political Agent, Harouti, has evidently been misled by Shahpura into believing 18 enjoined no service (vide that No. 8, Report of the Political Agent, Harouti, dated 13th March 1895). Could misrepresentation go further? Appendix No. 18 distinctly contains the

condition of service (vide Appendix No. 18, Shahpura's Representation or No. 16A, Book of Documentary Evidence). The claim for exemption, Col. Tod's finding, the Sree Darbar's admission have no existence at all. The whole was on service as we have seen by the Sanad of Sambat 1822 (A.D. 1765). The whole was resumed for refusal to obey summons and for charge of murder. Subsequently five villages were given in Moondkati to Amargarh; on the rest, the Darbar exercised its prerogative of withholding or changing as many as it liked and regranted a new patta of such villages as it thought proper, reducing the estate from an income of Rs. 1,24,200 to that of Rs. 58,700 and yet enjoined service on it (vide Document No. 16A, Book of Documentary Evidence),

The Raja of Shahpura alleges that his ancestor did not accept this Sanad; but as this Sanad is in his custody, and as all the 52 villages (mentioned in Appendix No. 18) yielding an annual income of Rs. 58,700 are even now in his possession (which he has himself shown in the list of villages produced by him) his allegation falls to the ground. next allegation of Shahpura is that this Sanad No. 18 (Document No. 16A) was sent with a Ruqa (Appendix No. 19) promising exemption from all sorts of Darbar's demands as long as the rest was not restored; but in this Ruga also, exemption from service is not at all mentioned. the contrary it has been specially remarked therein that "as long as Bishnia and Agoocha are not restored you are exempted from Chouth, Kharlakhar, and Chhatoond (different taxes)." There is no mention of service being exempted therein, moreover this Ruga was not enforced; for the different taxes Chhatoond, &e., were paid and service was rendered. tion to the grant of the 52 villages referred to above, an additional grant of some villages, including Bishnia was made by the Darbar about that time, as will be shown below.

XVIII. The Raja Dhiraj, having produced Appendices Nos. 20 and 21, states: "The Raja (Amar Singhji) referred the matter to the British Agent in Mewar, and it was therefore in the next year that the Darbar agreed to add to the grant the Taluqa of Bishnia (14 villages) on a term of service of 50 sowars in the Jahazpur fort, retaining 20 villages only for his demands of Chhatoond, promising him to return the service grant of 18 villages

XVIII. The matter was referred to the British Agent in Mewar, and it was therefore in the next year that the Darbar agreed to add to the grant the Taluqa of Bishnia (14 villages) on a term of service of 50 sowars in the Jahazpur fort, retaining 20 villages only

for his demands of Chhatoond, promising him to return the service grant of 18 villages some time after.

The whole terms were clearly specified in a Khas Ruqa, dated Sambat year 1879 (A.D. 1823) and a letter from the Minister (Appendices Nos. 20 and 21) containing that his quota shall serve at Jahazpur for the estate already granted and that he shall be summoned to serve only when the 18 villages, including Agoocha, are restored to him and that rothing shall be charged on account of Chouth, Chhatoond, &c.

some time after. The whole terms were clearly specified in a Khas Ruqa, dated Sambat year 1879, and a letter from the Minister (Appendices Nos. 20 and 21)", but the said allegation of the Raja Dhiraj is not correct, as shown below.

- (1.) Appendix No. 20 (dated Sawan Vid, Sambat 1879) or Appendix No. 21 does not contain a single word about the grant of the Taluqa of Bishnia comprising 14 villages or about the performance of service at Jahazpur with 50 sowars, in lieu thereof.
- (2.) Both the Appendices Nos. 20 and 21 do For with not also prove exemption from service. regard to service, it is distinctly mentioned therein: "The Jahazpur service has been fixed in lieu of such villages of your patta as are restored to you. You should perform that. Eighteen vitlages, including Agoocha, &c., now remain. You shall be called to serve (personally at Udaipur) when these villages are given to you" (vide Appendices Nos. 20 and 21). This clause cannot mean that service was wholly exempted or that the Jagir was granted without condition of service. But the Raja Dhiraj has, in order to preserve the link of his contention, made several statements contrary to the Appendices Nos. 20 and 21.
- (3.) The real facts are these. The whole Jagir of Raja Amar Singhji was in the Sambat year 1874 (A.D. 1818) resumed for the offence of his having murdered Rawatji of Amargarh (Documents Nos. 12 and 13). Owing to his having committed such a serious offence, he had no right left of regaining the Jagir. But even subsequent to the resumption, though the Jagir was not restored, Raja Amar Singhji continued to perform service to the Sree Darbar with a view to gain the favour of His Highness, and also sent quota of troops whenever ordered (vide Document No. 16 of the Sambat year 1877). In short, subsequent to the resumption of the Jagir, Raja Amar Singhji secured the favours and gained the confidence of the Sree Darbar by his numerous acts of subordination and loyalty. Accordingly the Sree Darbar having at its pleasure made reductions and changes in the resumed Jagir, passed an order for the regrant of only 52 villages of Zilla Mandalgarh to Raja Amar Singhji. Therefore, the name of each village and its income being entered in the Sanad, a Jagir

of 52 villages yielding an annual income of Rs. 58,700 was by order of the Sree Darbar granted to Raja Amar Singhji on condition of performance of service, personal and with quota of horse and foot. The condition of service is expressly mentioned in the said Sanad (vide Appendix No. 18 produced by the Raja Dhiraj, which is Document No. 16A in the Book of Documentary Evidence). Subsequent to the grant of the said Jagir of 52 villages, Raja Amar Singhji applied to the Sree Darbar for the grant of a few more villages representing that the whole Jagir had remained under attachment for five years and that he was under difficulties owing to his being involved in debt, &c., as will appear from Document No. 141; consequently the Sree Darbar decided to grant 18 more villages and passed an order that until the 18 villages were granted, he should render service at Jahazpur, it being close to Shahpura (Appendix No. 20). In Appendix No. 20, the "The Jahazpur service has been fixed in lieu of such villages of your patta as are restored to you; you should perform that. Eighteen villages, including Agoocha, &c., now remain; you shall be called to serve when these are given to you. \*

You should accept the grant (i.e., Appendix No. 18) with full complaisance," proves that at that time it was decided to grant altogether 70 villages to Raja Amar that is, 52 villages were ordered to be granted by Appendix No. 18, and further, the order for grant of 18 villages was again entered in Appendix But as 18 villages were not then actually granted to Raja Amar Singhji, and in Appendix No. 20 only a promise for grant of 18 villages was made, he was not satisfied with the said promise; but he applied for the grant of the said promised 18 villages. Therefore the Taluqa of Bishnia, &c, comprising 19 villages was subsequently granted to him. In other words, 52 villages mentioned in Appendix No. 18 with 19 villages subsequently granted to him and one village, Pacholi, which was granted in Sambat 1882, in all 72 villages granted to Raja Amar Singhji are now in the possession of the present Raja Dhiraj. Therefore, the allegation of the present Raja Dhiraj that service tenure of 18 villages still remained in the possession of the Sree Darbar is not true. present Raja Dhiraj has himself admitted in his Memorandum that "The estate resumed in 1818 A.D. (Sambat 1874) consisted of about a hundred

villages, while that restored consisted of only 77 villages" (vide Nota Bene Statement A annexed to the Memorandum). In these 77 villages, the Raja Dhiraj includes those five villages that were granted as compensation to the heir of the murdered Rawatji of Amargarh, out of the Jagir of Shahpura resumed for the offence of murder (Appendix No. 16). Thus it is evident that the promise contained in Appendix No. 20, dated Sawan Vid 8, 1879, about the future restoration of the 18 villages had been fulfilled as shown above, and the said Appendix No. 20 became therefore null and void.

- (4.) This was the very reason why from the Sambatyear 1880, Raja Amar Singhji continued performing service to the Sree Darbar at Udaipur. When Raja Amar Singhji was present at Udaipur in the service of the Sree Darbar in the Sambat year 1881 (A.D. 1824) the Sree Darbar being pleased with him for his good services, conferred on him the title of Raja Dhiraj (Document No. 18). In the next year Sambat 1882 (A.D. 1825), Kumar Madho Singhji, son of Raja Dhiraj Amar Singhji, attended at Udaipur to perform service to the Sree Darbar (Document No. 19), and afterwards Raja Dhiraj Amar Singhji himself attended (Document No. 20). At that time village Pacholi was granted to him by the Sree Darbar. Eventually in the Sambat year 1884 (A.D. 1827) Raja Dhiraj Amar Singhji died at Udaipur while he was in service there (Document No. 23'. If by the Appendix No. 20, Raja Amar Singhji had been exempted from attendance and performance of service at Udaipur and if 18 villages had not been granted to him as promised therein, how did Raja Amar Singhji, in whose favour the said Sanad (Appendix No. 20) was granted, repeatedly attend, and perform service at that place? On the contrary subsequent to the death of Raja Dhiraj Amar Singhji, his son, Raja Dhiraj Madho Singhji and his successors up to the present Raja Dhiraj for several generations performed services from time to time, personally and with quota of troops, at Udaipur and abroad, as is proved by the Documents up to Nos. 245 in the Book of Documentary Evidence.
  - (5.) In Appendix No. 20 exemption from the Chhatoond is also mentioned; but as it was subsequently rendered null and void and remained inoperative for reasons stated above, the Chhatoond has all along thereafter been received from the

Raja Dhiraj of Shahpura, as from the other Feudatory Chiefs. The Chiefs of Shahpura have from the commencement of its levy up to this moment paid it in the name of the Chhatoond, together with the other fixed cesses. With regard to such payment, there exist several documents emanating from the former and the present Raja Dhirajes, (vide Documents Nos. 28, 89, 90, 123, 128, 129, 145, 150, 151, 163, 172, 175, 179 and 237). Besides this, in the Sambat year 1932 the present Raja Dhiraj, in his letter addressed to Col. Herbert, Political Agent, Mewar, wrote: "We submit that we have no objection to pay the Chhatoond or to render service" (vide Document No. 208. Sambat year 1942 (A.D. 1885 the present Raja Dhiraj obtained a Sanad for the set off of Rs. 200 (two hundred rupees) receiveable by respect of the Baree land against the Chhatoond money payable by him to the Sree Darbar. This Sanad (Appendix No. 29, he has produced along with the papers annexed to his Representation. The contents of this Document prove that the Raja Dhiraj too paid the Chhatoond money along with other cesses, like the other Feudatory Chiefs of Mewar (vide Document No. 238 in the Book of Documentary Evidence).

when Raja Dhiraj Lachman Singhji was present at Udaipur, in the service of the Sree Darbar, he submitted the Appendix No. 20 before Major Taylor, Political Agent, Mewar, praying for its enforcement but on enquiry made by the said officer, the said Appendix No. 20 was proved to be null and void and inoperative. Consequently he directed Raja Dhiraj Lachman Singhji to perform service like the other Feudatory Chiefs of Mewar for the period of three months in the year (vide Documents Nos. 135 to 143).

XIX. In the Sambat year 1874 (A. D. 1818) the whole Jagir of the Raja of Shahpura was resumed by the Sree Darbar for the offence of the murder of Rawatji of Amargarh, as stated above. Six years after the resumption the Jagir now in the possession of the present Raja Dhiraj was restored in the Sambat year 1880 (A. D. 1823). Consequently Raja Amar Singhji started for Udaipur at the end of Chait for the purpose of performing service, and after performing service for four months, he came back in Sawan Sambat year 1881 (A. D. 1824) on leave being granted by the Sree Darbar.

XIX. These terms were regularly carried into effect for a year or two, after which the Raja failed to depute his quota Jahazpur, and the therefore seized Hakim upon the revenue of the 14 villages of Bishnia for which the term of service stipulated. Ochtorlony was expected at Udaipur in the meantime, and the Raja was therefore summoned under

a Khas Ruqa (Appendix No. 22) intimating that his men should be called back from Jahazpur, for he should serve in one place only.

XX. As the Jahazpur service was the source of constant irritation to the Raja, he proceeded to Udaipur with a view of having some other settlement. Consequently he discussed the matter with the Darbar as well as with Col. Cobbe, the British Resident. The Jahazpur service was thus commuted for an annual payment of Rs. 4,000 as entered in the Khas Ruqa from the Darbar and the Minister, Bai Chandji,dated Sawan, Sambat 1881 (Appendices Nos. 23 and 24), while the said Taluqa of Bishnia was at the same date made over to the Raja under Col. Cobbe's order, dated 31st July 1825 (Appendix No. 25).

Afterwards he again went to Udaipur and performed service and while in service, he died there on the Dussera day in Sambat year 1884 (A.D. 1827). But in order to suppress all these facts, the Raja Dhiraj having produced Appendix No. 22 alleges that as Col. Ochterlony was expected at Udaipur, the Raja was summoned under a Khas Ruqa (Appendix No. 22), &c., &c. This paper is so incomplete and valueness that it contains no mention of the Sambat year in which it was written. the purpose of argument, this allegation be compared with the allegation No. XVIII, the two would be found contradictory. In other words, with reference to the allegation No. XVIII, Appendices Nos. 20 and 21 are produced, and it is alleged that Raja Amar Singhji was promised exemption from service at Udaipur until the restoration of the remaining 18 villages. The allegation No. X1X shows that on receipt of the Ruqa No. 22, Raja Amar Singhji proceeded to Udaipur to render service before the restoration of the remaining 18 villages, and without even claiming them or urging any objection on that score. If the Appendix No. 26 had been acted upon, Raja Amar Singhji would not have proceeded to Udaipur without the fulfilment of its conditions (restoration of the remaining 18 villages .

XX. The most important point in the whole case is embodied in this allegation:—It amounts to this that in the Sambat year 1881 (A.D. 1824) the service of the Shahpura Raja at Jahazpur was commuted into a cash annual sum of Rs. 4,000, on a request of the Raja with the mediation of the Political Agent, Capt. Cobbe, and that since that date no service has been performed, the fixed annual sum being alone paid. In support of this, Appendices Nos. 23 and 24 are cited. One of these purports to be from the Sree Darbar and the other from His Highness the Maharana's sister, Chandji Bai. Both are said to be of Sawan 1881 (A.D. 1824). To test these two documents three things should be carefully considered:—

- (1) The nature of their contents.
- (2) Whether they are consistent with other authentic and undisputed documents of that period.
- (3) Whether they are consistent with the subsequent conduct, that is, whether they were ever acted upon or not since their alleged dates.

As regards the 1st point about the nature of their contents—

- (a) No. 23 speaks of Rs. 6,000 as settled in lieu of service at Jahazpur an l on account of the Chhatoond. This cannot be true, for the Raja Dhiraj has himself in his allegation No. XVIII stated that in the Sambat year 1879 (A.D. 1822) Shahpura had been exempted from Chhatoond. under Appendices Nos. 19 and 20. If the Chhatoond had been remitted in Sambat year 1879, how it again came to be mentioned in the Appendix No. 23 alleged to be of the Sambat year 1881 (A.D. 1824)? It is thus evident how far the Appendix No. 23 is to be relied upon.
- (h) The Appendix No. 23 further sets forth that out of Rs. 6,000 fixed, Rs. 4,000 shall be realized from Shahpura and Rs. 2,000 "shall be paid by us." Who is meant by "us." If "us" means the Sree Darbar, then to whom is the Sree Darbar to pay? Is the Sree Darbar to pay to itself? Why was Rs. 6,000 stipulated at all? Had this Appendix been formal, it would have been quite sufficient to state that Rs. 4,000 is fixed.
- Again, this paper is so spurious, informal, and incomplete that no mention of the year is made in it. In all formal and genuine documents, the date with the year is always mentioned. When service was the key-stone of the feudal system, the order for permanent exemption from service was too important a matter to be disposed of in this summary way by a private Ruqa which is in itself incomplete and informal in every way, specially with regard to this Jagir, when the original liability for service was enjoined by a most solemn covenant guaranteed by sureties (ride Document No. 6). If it was really intended to exempt the Raja from the liability for service, it could have been re-entered at the bottom of the original document which enjoined service or another equally formal and complete document would have been granted expres-ly exempting the Raja from the liability for service.
- (d) Again on Sawan Vid 14, Sambat 1881 (A.D. 1824) in consideration of the faithful services rendered by Raja Amar Singhji the Sree Darbar was pleased to confer on him the title of "Dhiraj" (vide Document No. 18 in the Book of Documentary Evidence). Now Appendix No. 23 is also alleged to be of Sawan Vid 14, Sambat 1881. If the Appendix No. 23 had really been effected on the alleged date, the Raja of Shahpura would have

been addressed in it as Raja Dhiraj and not as Raja only, when in the very document conferring the title (vide Document No 18) he is addressed as Raja Dhiraj; or at least in Appendix No 24 alleged to be of Sawan Sud 1, Sambat 1881—i.e., two days after the date of the Appendix No. 23—the Raja would have been addressed as Raja Dhiraj and not as Raja only.

(c) In the last place, if the Appendix No. 23 was effected with the meditation of Capt. Cobbe, it would have borne his signature like numerous other papers bearing his signature, or at least there would have been a letter from Capt. Cobbe corroborating the same.

As regards Appendix No. 24, the remarks made in respect of Appendix No. 23 equally apply to it also. The Raja Dhiraj produces both these papers in proof of the same allegation; but their contents materially differ. No. 24 says that out of Rs. 6,000 Bai Chandji shall pay Rs. 2,000 to the Sree Darbar, while No. 23 says "Rs. 2,000 shall be paid by us" (the Sree Darbar). Besides, at that time, Sheo Lall and not Bai Chandji was the Prime Minister. Bai Chandji was only a sister of the then Maharana and so any writing given by her in a matter pertaining to Jagirs can be of no avail.

As regards the 2nd point—these two papers are not reconcilable with the authentic papers of the said period. On a reference to the Government records of Mewar of that time, it will be found that after Col. Tod's virtual administration of the State from the Sambat year 1874 to 1878 (A.D. 1818 to 1822) Capt. Waugh came in as Political Agent. He was succeeded by Capt. Cobbe about the Sambat year 1880 (A.D. 1824). Colonel Tod proposed to levy one-tenth of the produce of the Jugir from the Feudatory Chiefs in addition to service, about the time of his leaving office. Capt. Waugh levied one-sixth in addition to service and ultimately raised it to onethird. The Feudatory Chiefs asked for a smaller levy. Capt. Cobbe negotiated for and prepared a Kaulnama (vide Aitchison's Treaties, Vol. III, p. 40) which provided for leny of Chhatoond and also for performance of service by all the Feudatory Chiefs. The negotiations and preparation of the Kaulnama occupied him for three years, when it was submitted for the sanction of the Board of Directors in the Sambat year 1883 (A.D.1827). If therefore the agreement of exemption from service and settlement of Rs. 4,000 took place in the presence of Capt. Cobbe, as Shahpura asserts, it would certainly have been mentioned in his Kaulnama.

As regards the 3rd point—the Raja Dhiraj alleges that under Appendices Nos. 23 and 24, Chhatoond and service were excused from the Sambat year 1881 and in lieu thereof a cash annual sum of Rs. 4,000 only was fixed. The following brief summary will show that from the time of Raja Amar Singhji, who is alleged to be the person addressed in these Sanads up to the time of the present Raja Dhiraj Nahar Singhji, Chhatoond has all along been paid and service has also all along been rendered according to the command of the Sree Darbar. In support of this, there exist petitions of the Raja Dhiraj for several generations.

In the Sambat year 1881 (A.D. 1824) Raja

Sambat year 1881 (A.D. 1824) to Sambat year 1884 (A.D. 1827), Raja Amar Singhji. Amar Singhji attended to perform service at Udaipur, and at this time, in consideration of his good services, the title of Raja Dhiraj was

conferred on him (vide Documents Nos. 17 and 18). On the occasion of the Dussera of the Sambat year 1882 (A.D. 1825) he sent his son, Kumar Madho Singhji, to Udaipur to perform service (ride Document No. 19 with its note). In the same Sambat year 1882 (A.D. 1826) Raja Dhiraj Amar Singhji personally attended at Udaipur to render service and returned to Shahpura on leave being granted to him. On his arrival at Shahpura he wrote to the Sree Darbar: "I am longing day and night to wait on your Highness. It will be my good fortune when I shall pay my respects to your Highness. If any one makes false complaints against me your Highness may not take any action until I come back" (vide Document No. 20). This proves that Raja Dhiraj Amar Singhji never entertained the idea of exemption from service. If he had with him the Appendices Nos. 23 and 24, which are now produced by the present Raja Dhiraj, it is not at all likely that immediately after receiving the exemption Sanad, he should have attended to perform service and submitted the above petition in the way in which a subordinate Jagirdar writes to his suzerain. In the Sambat year 1883 (A.D. 1827) as Shahpura was found liable for the robbery of Rs. 23,000 belonging to the Treasurer of Ajmere, the Taluqa of Bishnia belonging to Shahpura was confiscated by the Sree Durbar (vide Document

No. 21). In the Sambat year 1884 (A.D. 1827) Raja Dhiraj Amar Singhji attended to perform service at Udaipur and died there on the Dussera day (vide Documents Nos. 22 and 23).

On the demise of Raja Dhiraj Amar Singhji his

Sambat year 1884 (A.D. 1827) to the Sambat year 1902 (A. D. 1846) Raja Dhiraj Madho Singhji. son, Madho Singhji, succeeded him in the Sambat year 1884 (A.D. 1827). On his succession he sent a petition setting forth: "My father remained to the end of his

life at Sreeji's feet as was his desire. He has left me at your feet, therefore, I trust that you will be assuredly pleased to support me. 黎 黎 \* \* \* \* \* I have made no default in service" (vide Document No. 24). In the Sambat year 1885 (A.D. 1829) Raja Dhiraj Madho Singhji did actually start for Udaipur to perform service, but was prevented by small-pox to proceed further on his journey. Therefore he submitted a petition asking leave (vide Document No. 25). recovery, he attended to render service to the Sree Darbar in the same year. At this time he was like other Feudatory Chiefs girded with the sword (vide Document No. 26). These attendances and professions of loyalty and petitions for leave following so closely after the alleged exemption from service completely negative the story put forward by Shahpura regarding exemption from service. In the Sambat year 1886 (A.D. 1830) the Phulia Jagir granted by the Emperor of Delhi to the Raja of Shahpura was confiscated by the Commissioner of Ajmere. Consequently the Raja Dhiraj went to Ajmere to conduct his case and could not present himself at Udaipur in the Sambat year 1886 (A.D. 1830) and 1887 (A.D. 1831) and he submitted a petition to the Sree Darbar to grant him leave of absence, informing His Highness of his troubles and praying His Highness to recommend him to the favourable consideration of the British authorities (vide Document Nos. 27 and 31). At such troublesome time also the troops of Shahpura rendered service at Jahazpur (vide Document No. 29). In the same Sambat year 1887 Raja Dhiraj Madho Singhji, along with the other Feudatory Chiefs, submitted a petition(ride Document No. 28) to the Sree Darbar and covenanted: "In accordance with the order of the Darbar, we entered into a Kaulnama in Sambat 1874 (Tod's Kaulnama). We will act according to the provisions thereof

After the execution of the Kaulnama your Highness was pleased to excuse us half the service in return for which we have undertaken to pay the Chhatoond by two instalments." This is a very important paper proving that the Raja of Shahpura, even though his signature is not found in the Kaulnama of the Sambat year 1874 (A.D. 1818) known as Col. Tod's Kaulnama, certainly understood it as binding upon him; and that he also accepted Capt. Cobbe's Kaulnama of the Sambat year 1883 (A.D. 1827), whereby the quota of troops to be furnished by the Feudatory Chiefs was reduced to half the original strength and in lieu of this reduced moiety, Chhatoond was levied (vide clause 2 of the Kaulnama, p. 40, Aitchison's Treaties, Vol III). In the Sambat year 1888 (A.D. 1832) the Raja Dhiraj attended at Udaipur to render service, and on leave being granted, he returned to Shahpura (vide Document No. 35). In the Sambat year 1889 (A.D. 1832) on the occasion of the Dussera, he could not attend owing to financial difficulties, but he sent in a petition representing that he would soon attend and accordingly he did attend after 20 days (vide ments Nos. 36 and 37). In the Sambat year 1890 (A.D. 1834) Maharana Sree Jawan Singhji went on pilgrimage to Gya, but owing to the confiscation of the Phulia Jagir Raja Dhiraj Madho Singhji could not accompany him, and for this reason he submitted a petition for leave, whereupon he was directed to render service according to the orders of the Prime Minister of Mewar (vide Document No. 38). In the Sambat year 1891 (A.D. 1835) an expedition was sent to Dhangarmhow and the Raja Dhiraj was directed to despatch his full quota of troops to that place and also to attend personally at that place (vide Documents Nos. 40 to 42). In the Sambat year 1892 (A.D. 1836) Raja Dhiraj Madho Singhji attended at Udaipur to render service, and on leave · being granted to him he returned to Shahpura (vide Document No. 43). In the Sambat year 1893 (A.D. 1836) he twice attended; once at Udaipur on the occasion of the Dussera, and on the second occasion he accompanied His Highness during his journey to Abu (A.D. 1857) (vide Documents Nos. 44, 46, and 47). In the same year also he sent his quota of troops to render service Jahazpur (vide Document No. 45). Sambat year 1894 (A.D. 1837-38) the whole quota

of troops of Raja Dhiraj Madho Singhji was sent to Jahazpur, and, in addition, service by his quota of troops was on several occasions performed within and out of Mewar (vide Documents Nos. 49 to 52). In the Sambat year 1895 (A.D. 1838) Raja Dhiraj Madho Singhji himself attended at Udaipur on the occasion of the Dussera (vide Document In the Sambat year 1896 (A.D. 1839) No. 53). Raja Dhiraj Madho Singhji twice attended; once on the occasion of the Dussera festival at Udaipur, and on the second occasion (A.D. 1840) he accompanied the Maharanaji Sree Sardar Singhji on his pilgrimage to Gyaji (vide Documents Nos. 54 to 57). In the Sambat year 1897 (A.D. 1840) Raja Dhiraj Madho Singhji attended in service on the then Maharana at Bikanir and was in attendance on the Maharana on his return journey to Udaipur (vide Documents Nos. 58 and 59). In the Sambat year 1898 (A.D. 1841) Raja Dhiraj sent his whole quota of troops to Jahazpur and sent a petition for his personal absence to be excused on account of his financial difficulties (vide Documents Nos. 61 to 63). In the Sambat year 1899 (A.D. 1842) the Raja Dhiraj attended at Udaipur to render the usual service in Sawan and afterwards sent a petition for his absence to be excused on the occasion of the Dussera (A.D. 1842), and he also sent his quota of troops to Jahazpur for service (vide Documents Nos. 64 to 67). In the Sambat year 1900 (A.D. 1843), the Raja Dhiraj sent his full quota of troops to Jahazpur and also troops for service outside Mewar. As he could not personally appear, he sent petition for his absence to be excused (vide Documents Nos. 68 to 72). In the Sambat year 1901 (A.D. 1844), the Raja Dhiraj attended to perform service on the occasion of the Dussera at Udaipur and sent his full quota of troops to Jahazpur (vide Documents Nos. 74 and 76). In the same Sambat year 1901, the Raja Dhiraj most submissively presented a petition setting forth: "I have received your Highness's own letter, which I have placed on my forehead. Your Highness's order is to the effect that I should send there (Jahazpur) my Jamiat with a trustworthy man. I have respectfully carried out the order. As I intend to pay my homage to your Highness on the Dussera, my force will therefore come with me. I have, however, despatched a force equal to that sent by the Sardars of my class. As to the additional service, it is at your Highnesss'

80592

\* \* Our worth depends upon disposal .\* \* \* \* \* our service Were it not for your Highness's favour I would be turned out of Mewar" (vide Document No. 75). Raja Dhiraj Madho Singhji died in the month of Asoj of the Sambat year 1902. (A.D. 1845). In following the procedure which is usually followed in the case of other Feudatory Chiefs of Mewar, the Maharana was pleased to send Khalsa (sequestration order) by deputation of Baldev Negi (ride Documents Nos. 77 and 79). The widow of Raja Dhiraj Madho Singhji sent a memorial to the Sree Darbar urging most submissively that the Sree Darbar was the master and was like God; that her husband Madho Singhji had left Jagat Singhji, his son, for service at the feet of the Sree Darbar; that he was minor and was involved in debt to the extent of about two or two and half lacs of rupees; that with the support and favour of the Sree Darbar the estate would be preserved; that within a short time, Jagat Singhji would attain majority and then attend to the usual services and so forth (ride Document No. 78).

In the Sambat year 1903, owing to his minority and to his being involved Sambat year 1903 in debt and in feud with his (A.D. 1846) to 1910 (A.D. 1853), Raja Dhiraj subordinate Sardars, Raja Jagat Singhji. Dhiraj Jagat Singhji could not attend at Udaipur (vide Documents Nos. 80 and 81). But in the Sambat year 1904 (A.D. 1848) Raja Dhiraj Jagat Singhji sent his full quota of troops and uncle (father's brother) and brother Kamdars (officers) and others to Udaipur and rendered service to the Sree Darbar eight months (vid: Document No. 84). month of Jaith of the Sambat year 1905 (A.D. 1849) Raja Dhiraj Jagat Singhji personally attended at Udaipur and he was there invested with the sword and he paid a Nazrana of Rs. 23,000 to the Sree Darbar (vide Documents Nos. 88 and 90). The Jagirdar of Lawah rebelled against the Sree Darbar and the Maharana sent troops to resume his estate. that time, Jagat Singhji was also directed to send his quota of troops with the State army. In reply, Jagat Singhji submitted a petition urging that he had prior to that rendered service for eight months and thus incurred heavy expenses; that famine was raging; that from a previous time, he was heavily involved in debts, and that for all those reasons he might on that occasion be excused from

service, but in reality he had no objection whatever to render service and he was himself heartily anxious to render any meritorious service to the approbation of the Sree Darbar (vide Document No. 84). Again, in the same Sambat year 1905, when enquiry was being made in respect of the income of the other Feudatory Chiefs of Mewar, Raja Dhiraj Jagat Singhji also submitted a statement showing the income of his Jagir and also filed an Ikrarnama binding himself to pay the Chhatoond and render service in accordance with the same (viie Document No. 89). In the same Sambat year 1905, a fine of Rs. 3,500 was levied from Raja Dhiraj Jagat Singhji for an offence that had been committed vide Document No. 90). In the Sambat year 1906 (A.D. 1849) his quota of troops performed service within and out of Mewar (vide Documents Nos. 91 to 94). In the Sambat year 1907 (A.D. 1850-51) Raja Dhiraj Jagat Singhji himself attended at Mandalgarh, where the Maharana had encamped and sent his full quota of troops for service to Jahazpur (ride Documents Nos. 96 and 97). Sambat year 1908 (A.D. 1851-52, full quota of troops was sent by the Raja Dhiraj to Jahazpur for service and he was personally summoned to Udaipur by a parwana. He then most submissively represented that he had no objection whatever to attend, but begged to be excused and asked for leave of absence on the score of indebtedness and on the ground of an approaching wedding, &c. But upon leave of absence not being granted he forthwith attended on the Sree Darbar at Udaipur (vide Documents Nos. 98 to 101). In the Sambat year 1909, Jagat Singhji was confined to bed owing to illness and he died in Asoj Sambat 1910 (A.D. 1853) (vide Documents Nos. 103 and 104). At that time also in accordance with the usual practice, the Sree Darbar deputed Munshi Mori Ram to sequestrate (Khalsa) the Jagir wide Document No. 105). In that year service by his full quota of troops was rendered at Jahazpur (vide Document No. 106).

In the Sambat year 1911 (A.D. 1855) Raja
Sambat year 1911 Dhiraj Lachman Singhji
(A.D. 1855 to 1926) succeeded Raja Dhiraj Jagat
(A.D. 1869), Raja Dhi-Singhji by adoption, and
raj Lachman Singhji. attended the Sree Darbar at
Udaipur and was invested with the sword and
he paid a Nazrana of Rs. 5,000 (ride Document
No. 107). In the Sambat year 1912 (A.D. 1855),

owing to the pressing demands of creditors, Raja Dhiraj Lachman Singhji was obliged to go to the Ajmere authorities, but he sent his uncle, Bhopal Singhji, with quota of troops to serve at Udaipur (vide Document No. 108). In the Sambat year 1913 (A.D. 1856), owing to the death of the Raja Dhiraj Lachman Singhji's mother and to his being heavily involved in debt, he sent a petition asking most humbly that his absence might be excused and further represented that if he be directed, he would send his quota of troops (vide Document No. 111). In the Sambat year 1914 (A.D. 1857), a dispute was going on between Raja Dhiraj Lachman Singhji and his subordinate Sardars, and owing to the Sepoy Mutiny of the year 1857 A D. the rebels had surrounded Shahpura. In this tumultuous year also he sent his full quota of troops at different places and rendered service (vid. Documents Nos. 112 to 120). In the Sambat year 1915 (A.D. 1859) owing to the constant absence of Raja Dhiraj Lachman Singhji and in default in the payment of a large balance of the Chhatoond money, the whole of his Jagir was confiscated. In the petition submitted by him subsequent to the confiscation he prayed that his fault might be excused and urged most submissively: "Your Highness is my master, why should your Highness pass such an order? It may be passed against one who disobeys your Highness's orders." In this Sambat year 1915, service with full quota of troops was performed within and out of Mewar on several occasions (rid-Documents Nos. 122 to 125). In the Sambat years 1916 (A.D. 1859) and 1917 (A.D. 1860) owing to decrees having been passed against the Raja Dhiraj and also attachment having been made by the officers of Ajmere at the instance of creditors, the Raja Dhiraj went to Ajmere and Beawar. Consequently he could not attend at Udaipur; but he continued to furnish his full quota of troops in the service of the Sree Darbar at different places (vide Documents Nos. 126 to 133). In the Sambat year 1918 (A.D. 1861), Raja Dhiraj Lachman Singhji attended the Sree Darbar at Udaipur and performed the duty of watching the palace on two occasions (vide Domment No. 134). In the Sambat year 1919 (A D. 1862-63) owing to disobedience of certain orders and default in the payment of the Chhatoond money in full, villages Madhopura, Bholi, Pacholi and Barni were attached and dhonses were sent to

Shahpura itself. At that time Raja Dhiraj Lachman Singhji taking advantage of the minority of the Maharana Sree Shainbhu Singhji made a complaint to the Political Agent about this attachment and imposition of dhonses. Whereupon Col. Eden, Political Agent of Mewar, stated in reply: "I am unable to interfere in this matter as it relates to the question of the Chhatoond and service" (Document No. 146). In the Sambat year 1921 (A.D. 1864) Raja Dhiraj Lachman Singhji could not attend on the occasion of the Dussera as he had gone to Aimere owing to his being involved in debts. sent a petition to the effect that his absence from the Darbar on the Dussera might be excused by the Sree Darbar (vide Documents Nos. 149 and 151). In the month of Jaith of the Sambat year 1921 (A.D. 1865) Raja Dhiraj Lachman Singhji attended at Udaipur and after rendering service for five months at that place, returned to Shahpora in the month of Kartic of the Sambat year 1922 on leave being granted to him by the Sree Darbar (vide Documents Nos. 152 and 154). In the Sambat year 1923 (A.D. 1866-67) in the case of the Bhomia of Sagrampur, Raja Dhiraj Lachman Singhji disobeyed the order of the Sree Darbar, and his nine villages, including Pacholi, were resumed and dhonses were also sent to Shahpura (ride Documents Nos. 155 to 157). In the Sambat year 1924 (A.D. 1867: Raja Dhiraj Lachman Singhji attended the Sree Darbar at Udaipur on the Dussera (rid. Document No. 158). In the Sambat year 1925 Raja Dhiraj Lachman Singhji fell ill and died in the month of Kartic of the following year, Sambat 1926 (A.D. 1869).

In the Sambat year 1927 (A.D. 1870) Raja Sambat 1927 (A.D. Dhiraj Nahar Singhji succeeded his father, Lachman 1870) to 1947 (A.D. 1891) the present Raja Singhji, and he accompanied Maharana Sree Shambhu Dhiraj Nahar Singhji. Singhji to Ajmere to render service on the occasion of the Maharana's visit to the Viceroy, Lord Mayo (vide Documents Nos. 166-169) and as on return journey Raja Dhiraj Nahar Singhji left the camp without the permission of the Maharana, his whole Jagir of Mewar was confiscated (vide Document No. 171). After seven months from the date of the resumption, it was removed on his asking forgiveness and paying a fine of thirteen thousand rupees, and promising not to do such fault thereafter (vide Documents Nos. 176, 177, and 178). In the Sambat year

1928 (A.D. 1871) Raja Dhiraj Nahar Singhji attended the Darbar at Udaipur on the occasion of the Dussera and a month after he was invested with the sword (ride Documents Nos. 180 to 182. In the same year he asked for the aid of the Sree Darbar to prevent the appointment of a Manager by the Political Agent of Harouti (nide Document No. 183). In the Sambat year 1929 (A.D. 1872), he did not attend the Darbar on the Dussera. An explanation was formally called for from him. But owing to a dispute with Saligram Sahay, the Manager appointed by the Political Agent, Harouti, he was unable to attend (vide Documents Nos. 186 and 187 with note thereon). In the Sambat year 1930 (A.D. 1873) the Raja Dhiraj attended at Udaipur and after performing service for three months and twelve d ys, he returned to Shahpura on leave being granted to him by the Sree Darbar (vide Document No. 196). In the Sambat year 1931 (A.D. 1874) Raja Dhiraj went to Udaipur to perform service (vide Doeument No. 197). In the same year 1931 (A.D. 1875) he was again summoned for accompanying the Maharana to Edar. The Raja Dhiraj then submitted a petition praying that owing to illness, his absence might be exeused, and he obtained a written order granting him leave of absence (vide Document Nos. 199 to 201. In the same year, he, like the other Feudatory Chiefs, paid the Nazrana of five hundred rupees on the occasion of the Installation of the Maharana Sree Sajjan Singhji (vide Doeument No. 202). Sambat year 1932 (A.D. 1875) the Raja Dhiraj could not attend the Darbar on the Dussera, but submitted a petition stating that owing to urgent business he was unable to attend, but that he would send his full quota of troops when commanded by the Sree Darbar. of absence was not, however, granted and an urgent order was sent requiring him to attend. Dhiraj then submitted a memorial to the Political Agent representing: "We submit that we have no objection to pay the Chhatoond or to render service," but that owing to an urgent business, he was obliged to be absent. Notwithstanding this petition also, the urgent order of the Sree Darbar was not recalled and the Raja Dhiraj started for Udaipur, but fell ill on the way and submitted a medical certificate in support of the fact of his illness and asked that his absence owing to that unforeseen circumstance might be excused (vide Documents 206, 207, 208, 210, and 211). Nos, These are the acts done by the present Raja Dhiraj He never denied his vassalage duties to the himself. Sree Darbar, rather admitted them and performed

such services as were required of him. Such being the case, his present contention ignoring the authority of the Sree Darbar is untenable. In this year, the Raja Dhiraj sent his quota of troops to join the State expedition that was sent to Bagore (vide Document No. 203), and also sent his quota of troops under his representatives to Udaipur to render service to the Sree Darbar (vide Document No. 212). the Sambat year 1933 (A.D. 1876), the Raja Dhiraj personally attended the Sree Darbar at camp Bhilwara and sent his full quota of troops at Udaipur to perform service (vide Documents Nos. 214 and 215). Sambat year 1934 (A.D. 1878), the Raja Dhiraj went to Udaipur to perform service (vide Document No. 216). In the Sambat year 1935 (A.D. 1878), the Raja Dhiraj having obtained leave of absence from the Sree Darbar went to Allahabad, Bombay, &c., for change of air, and when he returned, he attended on the Sree Darbar at camp Jahazpur (vide Documents Nos. 221 In the Sambat year 1936 (A.D. 1879), the Raja Dhiraj at first attended the Sree Darbar at camp Hurra, and when he next failed to attend at the Darbar on the Dussera, an explanation was formally ealled for from him. Upon this, he personally attended (vide Documents Nos. 225 to 227). In the Sambat year 1937 (A.D. 1880), he personally attended the Darbar on the Dussera (vide Doenment No. 228). In the 1938 (A.D. 1881), the Raja Dhiraj Sambat year attended at Chittoregarh with his full quota of troops on the occasion of Lord Ripon's visit to confer on the Maharana the title of the Grand Commander of the Star of India, in his capacity of a Feudatory of the Srce Darbar like other Feudatory Chiefs (vide Documents Nos. 230 and 231 and Administration Report of being the Rajputana, 1881-1882). Such the present Raja Dhiraj cannot deny his position as a Feudatory of the Sree Darbar. In the Sambat year 1939 (A. D. 1882) owing to illness the Raja Dhiraj sent a petition for his absence to be excused (vide Document No. 234). In the Sambat year 1940 (A.D 1883) he through his Vakil verbally applied for leave of absence, and in the Sambat year 1941 (A.D. 1884-85) he twice attended at Udaipur; once on the occasion of the Dussera, and next at the time of the accession of the present Maharana to the throne. On that occasion, he paid a Nazrana of five hundred rupees like the other Feudatory Chiefs (vide Documents Nos. 235 and 236). In the Administration Report of Rajputana for 1884-85, Col. Bradford, Agent to the Governor-General, reports: "The

Raja Dhiraj paid two visits this year to wait on the Maharana as a Fewlatory; one in September 1884, and the other in January 1885, to offer homage to the new Chief of Mewar." In the Sambat year 1942 a parwana was granted by the Sree Darbar fixing the Chhatoond of Shahpura to Rs. 3,000 in place of Rs. 3,200 (vide Document No. 238 and Appendix to the Shahpura Representations No. 29). The sum of Rs. 3,200 as the Chhatoond money has always been paid by Shahpura (vide Document No. 163 with note'. Since the Sambat year 1942 up to the present time Rs. 3,000 have been regularly paid by Shahpura for the Chhatoond. Sambat years 1942 and 1943 (A. D. 1885 and 1886), he through his Vakil applied for leave of absence owing to urgent private business; but he again attended twice to offer homage in the Sambat year 1944 (A. D. 1887-1888); once at Udaipur on the occasion of the Dussera, and next at the Darbar's eamp at Kakrolia (vide Documents Nos. 239 and 240). In the Sambat years 1945 and 1946 (A. D. 1888 and 1889) he again through his Vakil applied for leave of absence, but he waited on His Highness at Udaipur in the Sambat year 1947 (A. D. 1891), and when in the same year, explanations were repeatedly called for from him regarding his absence at the time of the Dussera, he pleaded that owing to census work he was unable to attend, but he did not urge any other plea (ride Documents Nos. 241 to 245.) the faee of all these documents ranging for sixtyseven years, during which period the Rajas of Shahpura paid their homage to the Sree Darbar, and acknowledged their position as Fendatories, the plea of the present Raja Dhiraj now urged to the effect that he was exempted by the Appendices Nos. 23 and 24 from payment of Chhatoond and from performance of service is inadmissible. His own acts and the orders of the British officers admitting his position as Feudatory, negative the Appendices Nos. 23 and 24 produced by him. They are inadmissible and wholly valueless in the present question. The Raja Dhiraj has no document of the last seventy years from the Sree Darbar to prove his allegation, while the Sree Darbar has in possession petitions, agreements, &c., of the Raja Dhiraj for several generations and also the orders of the British officers acknowledging his Fendatory position. Such being the case, the present contention of the Raja Dhiraj falls to the ground.

XXI. It was at this time that the Darbar allowed him sums of money to defray his expenses in Udaipur; and in consideration of his rights, Darbar was also pleased to grant him the title of "Dhiraj," and shortly after the village of Pacholi under a Khas Ruqa (Appendix No. 26, containing that he shall hold it as permanently as he does his Shahpura and the other estate in Mewar, and that none of the Royal blood shall ever look to seize upon that village.

The records and XXII. the accounts clearly show that the said amount of Rs. 4,000 was regularly paid from Sambat year Sambat 1885 1881 to (Appendix No. 27, when the Raja Dhiraj was allowed a compensation of Rs. 800, being the income of the village of Mansowa of the Raja Dhiraj's holdings, made over to one Ram Dan Charan at the compliance of the Darbar's

The remaining sum of Ks. 3,200 was since then regularly paid up to Sambat year 1941 (A.D. 1885), when a piece of Raja Dhi-

XXI. This allegation of the Raja Dhiraj is not supported by any evidence; for if his allegation that "the Darbar allowed him sums of money to defray his expenses" had been true, he would have had in his possession an order from the Maharana directing Raja Dhiraj Amar Singhji to attend at Udaipur, where money would be paid to him for his expenses. But the present Raja Dhiraj has no such order with The title of "Dhiraj" was conferred on Raja Amar Singhji in the Sambat year 1881 (A.D. 1824) on consideration of his good and loyal services to the Sree Darbar (vide Document No. 18), which runs thus: "It gives us great pleasure to confer on you the title of "Raja Dhiraj" and be assured that we will continue to address you so from generation to generation without fail." There is no such expression as would indicate that he got this title "in consideration of his rights." The bestowal of title does not depend on right but the pleasure of the master (superior authority). The village of Pacholi was also in consideration of the Raja's good services, with which the Sree Darbar was pleased, granted to Raja Dhiraj Amar Singhji in Sambat year 1882 (A.D. 1825) when he was performing services at Udaipur. But the village of Pacholi was also subjcet to the condition of service. Thus we find that in cases of delinquencies and faults on several occasions, this very village of Pacholi was resumed at the time of the ancestors of the present Raja Dhiraj and also at the time of the present Raja Dhiraj himself (vide Documents Nos. 155, 156, 157, 165, 170, and 172).

XXII. The allegation of the Raja Dhiraj that "Rs. 4,000 was regularly paid to the Sree Darbar from the Sambat year 1881 to 1885" is not correct. If it had been true, he would have possessed in his custody and also produced receipts of the State Treasury of the Sree Darbar to that effect, for receipts have all along been regularly granted by it for all moneys paid into it.

He has filed copies of two extracts taken from Account Books of the Sambat year 1881 and of the Sambat year 1885 respectively. In the first place, they do not bear the signature of any official of the Sree Darbar. In the next place, the Raja Dhiraj does not give any explanation for the omission of the gap years (1882, 1883, and 1884), during which he says that payments were regularly made. The real fact is this:—The Chhatoond

raj's land lying at Udaipur was taken by the late Darbar on a compensation of Rs. 200 per annum (vide Appendix No. 29). Hence the amount since paid on account of service, &c., is Rs. 3,000 only.

money of Rs. 3,200 was levied from the Raja Dhiraj of Shahpura in the same mode in which it is levied from all the other Feudatary Chiefs of Apart from the numerous documents which the Sree Darbar holds in respect of the payment of the Chhatoond money of Rs. 3,200 per annum, the Raja Dhiraj's own document, Appendix No. 29, dated 10th Vid Bhadwa of the Sambat year 1942 (A.D.1885), proves that Rs. 200 per annum was agreed to be paid for a piece of Baree land and "instead of the payment being made from here (the State Treasury) a deduction of Rs. 200 from the Chhatoond money of your estate, amounting to Rs. 3,200 will be allowed; now you shall have to pay Rs. 3,000 per annum for the Chhatoond and you will continue to pay Bharoti (cess, &c.) as The Raja Dhiraj finding it difficult to give any explanation of Rs 800 (to make up Rs. 4,000) in support of his Appendices Nos. 23 and 24 and of his allegation regarding his exemption from the payment of the Chhatoond and from performance of service, jumps to the assertion that "the Raja Dhiraj was allowed a compensation of Rs. 800, being the income of the village of Mansowa of the Raja Dhiraj's holdings, made over to one Ram Dan Charan at the compliance of the Darbar's order." There is no evidence to support the allegation that Rs. 800 was remitted as compensation on account of the village Mansowa. If it had been true, he would have possessed a document relating to the alleged remission of Rs. 800 just as he had one relating to the deduction of Rs. 200 on account of Baree land from the Chhatoond money of Rs. 3,200. To shorten the matter, details of the documents regarding payment of the annual Chhatoond money of Rs. 3,000 after deduction of Rs. 200 cash for the Buree are not given; but by way of example, two documents of the time of the present Raja Dhiraj regarding the payment of the Chhatoond money are put in; one (vide No. 163) for Rs. 3,200 for the Sambat year 1926, another for Sambat 1941 (A.D. 1885) (vide Document 237 with From the Sambat year 1942 (A.D. 1885) up to the present time, Shahpura has all along paid the Chhatoond money of Rs. 3,000 regularly, of which the Sree Darber possesses Documents (vide note on Document No. 238).

XXIII. According to XXIII. The allegations of the Raja Dhiraj the Mewar rules for ser- (1) that according to the Mewar rules of service,

vice, the Raja Dhiraj never proceeded for service nor were the remaining 18 villages restored to him. Hence it is clearly proved that the said documents are in force since their date, and as they seem to have been concluded through the British officers, they should be observed by both the parties.

the Raja Dhiraj never proceeded for service; (2) the remaining 18 villages were not restored to him and that the documents (produced by him) are in force since their date; and (3) that as these documents seem to have been concluded through the British officers, they should be observed as binding upon both parties—are not true.

With regard to the 1st point; -subsequent to the second resumption of the Jagir in the Sambat year 1874 (A.D. 1818) (vide Documents Nos. 12 and 13), the Jagir now in the possession of the Raja Dhiraj was regranted to Raja Amar Singhji in the Sambat year 1880 (vide Reply No. XVIII above). From the said Sambat year 1880 (A.D. 1824) up to the present time, all the Raja Dhirajes of Shahpura have all along rendered services to the Sree Darbar personally and with their full quota of troops at home or abroad. In proof of it, there exist their petitions, &e., from generation to generation. They given in the Book of Doenmentary Evidence numbering up to 245. The summary thereof is given in reply to the allegation No. XX above.

With regard to the 2nd point;—these alleged documents have never been acted upon as shown in the replies to the allegations Nos. XVIII, XIX, and XX above. These need not be reiterated here. The allegation of the Raja Dhiraj that the remaining 18 villages were not restored to him, is untrue. It is his Appendix No. 20, which contains mention of the future restoration of the said 18 villages. It has been clearly shown above (Reply No. XVIII) that Appendix No. 20 is worthless and has never been acted upon.

With regard to the 3rd point;—there is nothing to show that these documents were concluded through the British officers. If such had been the case, they would have borne the signatures of the said British officers.

XXIV. The allegation of the present Raja Dhiraj that none of the Kaulnamas was ever signed by the Raja Dhiraj or his representative is untrue. For, of all the Kaulnamas concluded between the Sree Darbar and the Feudatory Chiefs for the payment of the Chhatoond and for the performance of service, &c., Col. Tod's Kaulnama of the Sambat year 1874 (A.D. 1818) is the most prominent. At the time of the framing of Col. Tod's Kaulnama Raja Amar Singhji of Shahpura was along with the other Feudatory Chiefs summoned to

XXIV. The above (his allegation No XXIII) is also proved by the following facts and the old usage as well:—

1st.—That none of the Kulnamas concluded by the Darbar and the Sardars regarding Chhatoond, chakri, and adoption and investiture fees was ever signed by the Raja Dhiraj or his representative.

In reply to the said summons of the Sree Darbar, Raja Amar Singhji sent a petition (Doenment No. 11) setting forth: "General Donkin with his soldiers pitched his camp here on the very day your Highness's orderly brought the Khas Ruqa to me. Consequently as soon as I am disengaged, I will at once wait on your Highness," and further on "your Highness's command is that the British authorities have requested your Highness to send for all the Chiefs and that if they would not attend, the British authorities would bring the Sardars to their senses. But what connection is there with the British anthorities that they should bring the Sardars to their I tremble even at the sight of your Highness's servants." This petition shows that Amar Singhji of Shahpura was ready to attend at the time of the framing of the Kanlnama, that he did not refuse or object to comply with the order of the Sree Darbar, and that beyond being subservient to the Sree Darbar, he had no concern with anybody else. tails whereof are given in Reply No. XVII above. In short, the reason why the Kanhama was not then signed by Raja Amar Singhji was that Raja Amar Singhji and the Rawatji of Amargarh were about to wait on His Highness at Udaipur in accordance with the summons of the Sree Darbar, but owing to mutual dispute, Raja Amar Singhji barbaronsly murdered Rawatji of Amargarh, and upon the commission of this offence, he was summoned, but did not attend. Consequently the whole Jagir of Mewar was resumed (see Tod's Rajasthan, pp. 182 and 183, Vol. I and p. 676, Vol. II). A month or two after this resumption, Col. Tod's Kanhama was concluded, therefore no wonder that it was not signed by Raja Amar Singhji, as he was then not the Fendatory of Mewar at all.

Capt. Cobbe's Kaulnama of the Sambat year 1883 (A.D. 1827) which ratified and renewed Col. Tod's Kaulnama of the Sambat year 1874 (A.D. 1818) was concluded fixing the Chhatoond and excusing half the service in respect of the fixed quota of troops.

With regard to the above-mentioned Kanlnamas, Raja Dhiraj Madho Singhji signed and submitted along with the other Feudatory Chiefs of Mewar an Ikrarnama in the Sambat year 1887 A.D.1830), stipulating: "In accordance with the order of the Sree Darbar we entered into a Kaulnama in Sambat year 1874. We will act according to the provisions thereof. We have been forgiven our faults of the past and

there will be no remissness on our part in future. After the execution of the agreement your Highness was pleased to excuse us half the service (in respect of the quota fixed), in return for which we have undertaken to pay the Chhatoond in two instalments, &e.," (vide Document No. 28 in the Book of Documentary Evidence'. It is evident therefore that the Raja Dhiraj of Shahpura accepted both the Kaulnamas of the Sambat years 1874 and 1883, as binding upon himself, even though his signatures are not found in them.

Afterwards Major Robinson's Kaulnama was concluded in the Sambat year 1896 (A.D. 1840) in which also nothing was mentioned contrary to Col. Tod's Kaulnama and Capt. Cobbe's Kaulnama, rather the last mentioned two Kaulnamas were ratified and enlarged by the first mentioned Kaulnama, (vide Aitehison's Treaties, Vol. III, pp. 39-43). Such being the case, it is superfluons on the part of the present Raja Dhiraj to state that the Kaulnamas had never been signed by the Rajas of Shahpura and had not been aeted upon by them.

The allegation of the Raja Dhiraj that XXVCol. G. S. P. Lawrence, admitting the objections of Shahpura regarding the Chhatoond service and Nazrana on the occasion of the Investiture of sword. wrote for future observance the Kharita, dated 2nd July 1855 (Appendix No. 30) is inconsistent with the real facts. The real facts are these :- As soon as it was known that this paper (Appendix No. 30) had been written by Col. Lawrence, Maharana Sree Sarup Singhji addressed a Kharita (Document No. 109) to the said Colonel in the Sambat year 1912 (A.D. 1855), representing that he should not not have written such a Kharita to the Raja Dhiraj before consulting him. Accordingly Col. Lawrence wrote to the Raja of Shahpura (Document No. 110) cancelling his former Kharita. Besides this, the whole Kaulnama of Col. Lawrence and his pro. ceedings in connection therewith were quashed by the Supreme Government (vide Aitchison's Treaties, p. 18, para. 1, Vol. III). This Appendix No. 30 now produced by the Raja Dhiraj was never acted Raja Dhiraj Lachman Singhji, to whom this Kharita of Col. Lawrence was addressed, submitted a petition to Col. Eden, the Political Agent of Mewar in the Sambat year 1920 (A.D. 1864) setting forth that "of all the other Chiefs I first of all accepted and ratified the Kaulnama negotiated by the former Agent (Col. Lawrence); that at that time, although the said Agent assured me

XXV. In Sambat year 1911 (A.D. 1855), how-ever, when the last Kaulnama was drafted by General S. P. Lawrence, Thakurs Bhopal Singh and Gooman Singh of Shahpura, being then at Udaipur for the discussion of some other points, were asked to put their signatures to the Kaulnama. But as the stipulation regarding the said three points were not applicable to the Raja Dhiraj's estate in Mewar, in accordance with the existing documents and the long established usage, the Thakurs refused to do so and submitted their reasons, although incomplete, for the want of their know The said points ledge. being therefore investigatwere satisfactorily proved. The General, admitting the objections, promised to have them observed in future as well, and asked the Raja Dhiraj to instruct the Motamids to put their signatures to the Kaulnama vide Kharita, dated 2nd July 1855, Appendix No. 30).

XXVI. The non-stipulation of service in
Sanads and the continual
payment of Daotra and
Ghasmari, in return of
which the service of horse
and foot was commuted
(Tod's, pp. 735 and 736),
clearly shows that the
service was not due nor
was it performed even
long before the conclusion
of the last Sanad. While
it is clear that the same
has been the case since
the last Sanad of Sambat
1878 (A D. 1822).

XXVII. The ancient usage too clearly proved that the Raja Dhiraj did never follow the service rules according to which the Sardars have to attend the Darbar on every Dussera for a certain number of days with a certain number of quota and to serve at Udaipur for three months in every year and to submit petitions in reply to usual parwanas in case of their being unable to attend.

under a letter of assurance (concerning the three points raised by me before him), yet notwithstanding this assurance, the Sree Darbar did not grant the same, nor act in accordance therewith" (vide Document No. 148), and this was the reason why in the year 1862 A.D., Raja Dhiraj Lachman Singhji did not produce this paper when he was called upon to do so by Major Taylor (vide Document No. 142).

XXVI. The allegation of the Raja Dhiraj regarding the non-stipulation of service in Sanads and the continual payment of Daotra and Ghasmari and so forth has been fully refuted above *(vide Summary in reply No. XX)* by numerous documents supported by his own regular acts and by the orders of the British authorities. A repetition of the same here would be superfluous.

The Jagir of the Raja Dhiraj was XXVII. exactly like those of the other Feudatory Chiefs granted by the Sree Darbar subject to the condition of service (vide Raja Umed Singhji's Ikrarnama and security bond setting forth: "To render service in accordance with His Highness's orders from which there will be no departure." "To act like the Panch Sardars of Mewar according to the orders of His Highness." "To enjoy the Jagir so long as service is rendered in obedience to the orders of His Highness" Document No. 8) and the British official papers also prove that the Raja Dhirajes of Shahpura were like other Feudatory Chiefs of Mewar, and accordingly performed service and paid the Chhatoond from generation to generation as has been shown in the above brief Summary in Reply No. XX. Even there are documents, petitions &c., from the present Rajah Dhirajalso setting forth that he hal no objection to the performance of service and to the payment of the Chhatoond money to the Sree Darbar (vide Document Such being the case the allegation of the Raja Dhiraj that "he did never follow the service rules according to which the Sardars had to attend the Darbar on every Dussera for a certain number of days with a certain number of quota (of troops) and to serve at Ulaipur for three monthsin

Raja Dhiraj will suffice to disprove his allegations.

XXVIII. During the st 75 years, the date of the last Sanad, the records which are regularly in and, we can find six these six Dusseras only when the several other occasions of the Dussera.

last 75 years, the date of the last Sanad, the records of which are regularly in hand, we can find six Dusseras only when the Raja Dhiraj has been at Udaipur, while no petition was ever sent in reply to the parwanas, which were, to speak the truth, received every year. As a rule no action is taken on them, but with a view of acknowledging the supremacy of the Darbar, it is received with honour, and a sum of Rs. 50 is paid to

the bearer.

Amar Singhji, was present to pay homage at Udaipur on the occasion of the Dussera in the Sambat year 1882 (A.D. 1825) (vide Document No. 19 with note).

II. In the Sambat year 1884 (A.D. 1827) Raja Dhiraj Amar Singhji was present at Udaipur on the

Kumar Madho Singhji, son of Raja Dhiraj

every year" falls to the ground. The Documents Nos. 181 to 245 relating to the time of the present

occasion of the Dussera (vide Document No. 23).

III. In the Sambat year 1893 (A.D. 1836) Raja
Dhiraj Madho Singhji was present at Udaipur on the occasion of the Dussera (vide Document No. 44).

The attendance of the Raja Dhiraj at Udaipur, on the said six Dusseras, was owing to the performance of ceremonies due soon after the succession of a Raja Dhiraj or of the Darbar, for which the Dussera festival is according to the religious belief, deemcd to be the most auspicious day. The following circumstances concerning the presence on the said six Dusseras as well as irregular number of retainers and of the days of halt given approximately, prove clearly that the presence on such Dusseras too cannot be taken to be the precedent of the perform ance of service.

IV. In the Sambat year 1896 (A.D. 1839) Raja Dhiraj Madho Singhji was present at Udaipur on the occasion of the Dussera (vide Document No. 54).

In the Sambat year 1922 (A.D. 1865) Raja

the occasion of the Dussera (vide Document No. 154).

VI. In the Sambat year 1937 (A.D. 1880) the present Raja Dhiraj Nahar Singhji was present at Udaipur on the occasion of the Dussera (vide Document No. 228).

Dhiraj Lachman Singhji was present at Udaipur on

I. Maharana Jawan Singhji died at the end of Sambat 1895, and the Raja Dhiraj Madho Singhji proceeded to Udaipur in order to show his respects to the Darbar and returned to Shahpura after a halt of 25 days.

If the Raja Dhirajes of Shahpura have not been able to attend on the Dussera, they have attended after (ride Documents Nos. 17, 20, 22, 26, 35, 37, 43, 47, 57, 58, 64, 88, 97, 101, 107, 134, 152, 169, 196, 197, 214, 216, 224, 225, 227, 231, 236, 240, and 245); or have submitted petitions asking for leave (vide Documents Nos. 25, 27, 36, 63, 66, 70, 84, 100, 111, 149, 151, 187, 188, 189, 200, 206, 210, 223, 234, 242, and 244).

II. Maharana Sardar Singhji died at the end of Sambat year

The next allegation of the Raja Dhiraj is that "no petition was ever sent in reply to the parwanas (of the Sree Darbar) which were, to speak the truth, received every year. As a rule no action is taken on them" is also untrue. In compliance with the parwana of the Sree Darbar, the Shahpura Chiefs have either attended at Udaipur or sent in petitions asking for leave as will appear from above. Besides, there are petitions expressly in reply to the Dussera parwanas (vide Documents Nos. 66, 70, and 74). In the Sambat year 1899 Raja Dhiraj Madho Singhji submitted a petition stating: "I

1899. The Raja Dhiraj could not proceed in the next year, and he therefore showed his respects in Sambat 1901. He was accompanied by 50 sowars and stayed there for 75 days.

In Sambat 1924, Raja Dhiraj Lach-III. man Singhji proeecded to Udaipur discuss t h e question of Investiture fee, which Darbar the had unrightly realised from him and his father. Consequently, the Darbar returned the sum of Rs. 28,000 and gave him a fresh Sanad for exemption. He proceeded with 35 sowars and halted there for 60 days.

IV. The present Raja Dhiraj suceeeded to the Gadi in Sambat 1927. On aecount of the auspiciousness of the day, he proceeded to Udaipur with 30 sowars about the next Dussera in Sambat year 1928, when he received his sword and returned to Shahpura after 50 days.

Sambat year V. In1941 the late Darbar was dangerously ill, hence the Raja Dhiraj proceeded with 30 sowars to enquire after his health and to discuss some important matters He turned to Shahpura after 40 halts.

VI. In Sambat 1944 the Raja Dhiraj proceeded with 25

have received Sreeji's parwana, which I placed on my forehead. The command is that I should attend on the Dussera festival" and so forth (vide Document No. 66). In the Sambat year 1900 the same Raja Dhiraj submitted another petition, stating: "I have been favoured with your Highness's parwana regarding the Dussera and I have placed it on my forehead" and so forth (ride Document No. 70). In the Sambat year 1901 he again submitted a petition, stating: "I have received your Highness's parwana, which I have placed on my forehead. It is an order summoning me there on the Dussera festival. In accordance with it. I am going to attend" (vide Document No. 74 In addition, there exists a petition of the present Raja Dhiraj himself in reply to the Dussera parwana (vide Documents Nos. 188, 189, and 193). Besides these, there are several other petitions which the Raja Dhirajes submitted upon being required by Khas Rugas to attend, on their failure to attend in obedience to the Dussera parwanas of the Sree Darbar (vide Documents Nos. 27, 36, 75, 149, 151, 187, 206, 212, 234, 242, and 244). These petitions distinctly make mention of the Dussera. Such being the ease the allegation of the Raja Dhiraj that no action was ever taken on the parwana eannot, for a moment, be entertained.

The allegation of the present Raja Dhiraj that "the attendance of the Raja Dhiraj at Udaipur on the said six Dusseras was owing to the performance of ceremonies due soon after the succession of a Raja Dhiraj or of the Darbar for which the Dussera festival is, according to the religious belief, deemed to be the most auspicious day," is groundless, as shown below. The Raja Dhiraj having suppressed the aforesaid details of the presence of the Chiefs of Shahpura on the occasion of the Dussera says (1) that at the end of the Sambat year 1895, when the Maharana Sree Jawan Singhji died, and at the the Sambat year 1899, when the Maharana Sree Sardar Singhji died, Raja Dhiraj Madho Singhji went to Udaipur to offer condolence. Raja Dhiraj Madho Singhji's petition submitted in Sambat 1901 (Document No. 74) states: "I receiv\_ ed your Highness's parwana, which I have placed on my forehead. It is an order summoning me there on the Dussera festival. In accordance with it I am going to attend," and he did accordingly attend in the Sambat year 1901. It is thus appasowars about the Dussera for the discussion and settlement of the long pending question of service and returned to Shahpura after 25 halts at Udaipur.

rent that he attended to render service to the Sree Darbar. The allegation of offering condolence is therefore disproved. (2) The allegation that in the Sambat year 1924, Raja Dhiraj Lachman Singhii proceeded to Udaipur to discuss the question of the Investiture fee, which the Darbar had unjustly realized from him and his father, is also unsupported by any documentary evidence; on the contrary, there are petitions of Raja Dhiraj Lachman Singhji, stating: "Raja Dhiraj could not go there (Udaipur) on the Dussera festival. Your Highness will be pleased to excuse the fault" (vide Document No. 149). In another petition (No. 151', it is stated that "the Raja Dhiraj could not present himself at Udaipur to render service there at the Dussera (as he is waiting here for Mr. Davidson, Superintendent of Aimere)." From this, it is clear that Raja Dhiraj Lachman Singhji must have ottended to render service on the occasion of the Dussera and not to discuss any other question. (3) In the Sambat year 1928 the present Raja Dhiraj attended on the occasion of the Dussera to render service and not for any other reason as alleged by him. In the Sambat year 1927, his whole Jagir of Kachhola was confiscated on the ground of disobedience of order. said confiscation was withdrawn on payment of the fine of Rs. 13,000 to the Sree Darbar and on his entering into an agreement that he shall not in future make any default in service (vide Documents Nos. 176 to 181). Such attendance at the time of the Dussera cannot but be for service. Again, the Investiture ceremony took place on Kartic Sud 12 Sambat 1928, that is, one month after his attendance on the occasion of the Dussera. In the Sambat years 1941 and 1944, the present Raja Dhiraj attended to perform service on the occasion of the Dussera. suppress this fact, he has stated that in the Sambat year 1941 he attended to enquire after the health of the then Maharana and in the Sambat year 1944 he attended for discussion and settlement of a long pending question. But the Administration Report of the Agent to the Governor-General, Rajputana, for A.D. 1884-1885 expressly says: "The Raja Dhiraj paid two visits this year (Sambat 1941) to wait on the Maharana as a Feudatory; one in September 1884, and the other in 1885 January, to offer homage to the new Chief of Mewar." (For details vide note on Documents Nos. 235 and 236.)

XXIX. The allegation of the Raja Dhiraj that "after the conclusion of the last Sanad in the

XXIX. After the conclusion of the last Sanad

in 1879 (A.D. 1823) the question of service was never moved by the Darbar up to Sambat 1918.

XXX. In Sambat 1918 (A.D. 1861) after a course of nine years, the then Raja Dhiraj Lachman Singhji had proceeded to pay a condolence visit soon after the death of Maharana Sree Sarup Singhji.

The Darliar asked him to attend regularly once in three years. He refused to do so, for it was quite contrary to the old usage as well as to the Sanads under which he held the estate. He therefore addressed a Kharita (Appendix No. 30) to Col. Taylor, the then Political Agent in Mewar, referring to the correspondence and enquiries on the subject by General Sir Lawrence, which has already taken place in Samhat year 1911 (A.D.

Sambat year 1879 (Appendix No. 20) the question of service was never moved by the Darbar up to Sambat 1918" is unfounded. For, it has been clearly shown above (Reply No. XVIII) that the Saund referred to above (Appendix No. 20) is worthless and was never On the contrary, there exist numerous documents, petitions of the Raja Dhirajes, orders of the Sree Darbar, Khus Rugas, and other afficial letters, from the time of Raja Amar Singhij, in whose favour the Appendix No. 20 was granted, up to the present time, showing that the Chiefs of Shahpura in compliance with the parwana attended at Udaipur on the occasion of the Dussera, rendered all sorts of service, personal and with quota of troops at Udnipur and at other places, and also guarded the palace. The details thereof are given in the explanatory note on Document No. 135. Ruja Dhiraj in his forwarding letter (para. 2) of the Memorandum, states that " in times of emergencies also, some contingents have some times been deputed to serve in aid of the Darbar's forces as required." This contradicts his own allegation in his Representation setting forth that "after the conclusion of the Sanad in Sambat 1879, the question of service was never moved by the Darher up to Sambat 1918." It will be observed that the Raja Dhiraj has made contradictory statements to suppress the real facts.

XXX. The allegation of the Raja Dhiraj that in the Sambat year 1918 (A.D. 1861) after a course nine vears the then Raja Dhiraj Lachman Singhji had proceeded to pay a condolence visit soon after the death of Maharam SreeSarupSinghji is unfounded. For, in the Sambat year 1911 (A.D. 1858) Raja Dhiraj Lachman Singhji attended at Udnipur to perform service (vide Dacument No. 107) and again he went to Udnipur in the Sambat year 1918 (vide Document No. 134). Thus there was an interval of six years only and not an interval of nine years. The absence of Raja Dhiraj Lachman Singhji for six years, as also the absence of the other Fendatory Chiefs during the same period, was owing to a mismnderstanding between the then Mahurana Sree Sarup Singhji and his Feudatory Chiefs in respect of the Kaulnama of Col. Lawrence, which was quashed by the Supreme Government. But during these six years also, in compliance with the orders sent by the Sree Darbar, the Raja Dhiraj performed service personally and with his quota of troops, at other places, and alsa paid the Cuhatoond money wile Documents Nos. 108 to 135). The details thereof are given

1855) and left Udaipur after a month.

After, some enquiries by the said officer, the case was forwarded to the State Council for settlement. But no decision was arrived at in spite of several reminders presented by the Kamdar, who stayed there for this very purpose for a long period of six months.

in the explanatory note on Document No. 135. next allegation of the Raja Dhiraj that in the Sambat year 1918 (A.D. 1862) when Raja Dhiraj Lachman Singhji went to Udaipur, the Sree Darbar asked him to attend regularly once in three years, that, as it was contrary to the old usage, the Raja Dhiraj addressed a Kharita (Appendix No. 30) to Col. Taylor, Political Agent, Mewar, referring to the correspondence and enquiries on the subject by General Sir Lawrence, which had already taken place in the Sambat year 1911 (A.D. 1855) and left. Udaipur after a month, and that after some enquiries by the said officer, the case was forwarded to the State Council for decision, but no decision was passed and so forth, is also unfounded. The real facts are these:—In the Sambat year 1918 (A.D. 1862) when Raja Dhiraj Lachman Singhji was present at Udaipur in the service of the Sree Darbar, Major Laud, Deputy Commissioner of Ajmere, made a recommendation to Col. Taylor, Political Agent, Mewar, for leave to be granted to Raja Dhiraj Lachman Singhji (vide Document No. 135). Whereupon Col. Taylor Political Agent, Mewar, enquired from the Prime Minister of Mewar:-

(1) "Under what privilege and practice the Raja of Shahpura is required to remain in attendance on the Darbar for service.; and (2) whether his presence at Udaipur for the present is deemed necessary or not."

In reply the Prime Minister wrote to the Political Agent that the practice here is follows:-"On the Dussera festival the Raja of Shahpura is required to attend personally on the Darbar with his quota of troops, and after the Dussera festival, his services continue to the end of the Mohalla festival, when he gets lcave to depart from Udaipur, and re-attends on the Darbar in his turn and performs service here for a period of three months with his quota of troops, on the expiration of which period, he obtains permission to leave the place. Over and above this, he is bound to serve the Darbar at home and abroad on any urgent occasion both personally and with his quote of troops when ordered by His Highness" and concluded by saying "as the Raja of Shahpura has come here after his long absence, he should therefore remain here in attendance" (vide Document No. 136). Whereupon the Political Agent, Mewar, asked the Raja of Shahpura to let him know whether the statements of the Prime Minister of Mewar were correct (vide Document No. 137). In reply thereto, the Raja Dhirajof-Shahpura submitted the Ruqa of the Sambat year

1879 (Appendix: No. 20 produced by the present Raja Dhiraj) and made agreeresentation that this Ruga should be acted upon (Document No. 138. The Political Agent sent a copy of the said Ruqa to the Prime Minister, and asked for a reply (Document No. 139) which was duly given (vide ment No. 141). Whereupon the Political Agent, after due enquiry, wrote to the Deputy Commissioner of Ajmere: "Leave has been procured for the Raja of Shahpura on your recommenda-But the officers of the Sree Darbar claim from the Raja as from the other Sardars a three months' service in the year, which the said Raja has not been rendering for the last six The Raja of Shahpura says he has got a letter from General Lawrence exempting: him from service and promises to send it from Shahpura. Be good enough to peruse the original and send a copy of it. In case the Raja of Shahpura fails to produce the said letter, please tell him that he shall have to render the three months' service every year as is done by the other Sardars" (vide Document No. 142). In the face of clear proceedings existing in the Agency Office, it is unfair on the part of the Raja Dhiraj to produce after 28 years a Sanack (Appendix No. 20) which was once before declared valueless and ineffectual and to misrepresent/real state of things on the strength of that Sanad.

XXXI. In the meantime the Darbar unjustly realised the Investiture fee, and a case was therefore instituted for the recovery. The Raja Dhiraj therefore proceeded himself to Udaipur in Sambat. years 1921 and 1924. (A.D. 1865 and 1867. The former case of service was not settled, but, as the annual payment had been :: stopped for the illegal taxation, the latter case was decided in favour of the Raja Dhiraj by returning to him a sum of (Rs.) 28,000 charged on that account, and supplying a fresh Sanad for the exemption.

The allegations of the Raja Dhiraj that in the meantime the Darbar unjustily realized the Investiture fee and the Raja Dhixaj proceeded himself to Udaipur in the Sambat years 1921 and 1924 and so forth are unsupported by any documentary evidence. To conceal the fact that in the Sambat years 1921, 1922, 1923 and 1924 (A.D. 1865-67) the Raja Dhiraj of/Shahpura went to Udaipur to perform service, he has made this allegation, which is, however, disproved by Documents Nos. 145 to 158. These clearly show that being pressed by his creditors; he went to Nava Shahar and Ajmere, and as he could not attend and perform service on the occasion of the Dussera, he sent petitions (Documents Nos. 1/49 and 151) to the Sree Darbar for his absence being excused and afterwards he attended at Udaj pur. He also then made representations to the Political Agent, Mewar, for the settlement of the account of the Chhatoond money. The Political Agent then directed him to appear and perform the fixed service and to get the account of the

Chhatoond money settled by the Sree Darbar "In my opinion it is necessary that you should come here for rendering the requisite service and for settling the account with the Sree Darbar. Until the account is settled and the hundis are received by the Sree Darbar, you will have to pay interest" (No. 150). In the face of these clear documentary evidences, the present unfounded allegation of the Raja Dhiraj cannot be sustained. The details are fully given in the explanatory note on Document No. 145.

XXXII. In the Sambat year 1930 (A.D. 1873) the Raja Dhiraj attended the Sree Darbar and performed service for three months and twelve days in compliance with the parwana sent for attendance on the occasion of the Dussera (vide Document No. 196). With regard to this period there exist petitions of the present Raja Dhiraj, and of his Manager, Saligram Sahay and the orders and instructions of the Political Agent of Harouti and the Political Agent of Mewar in respect of attendance at and performance of service to the Sree Darbar (vide Documents Nos. 188 to 195). The details are given in the explanatory note on Document From this it will appear that the Raja No. 188. Dhiraj at first raised groundless objections about the boundary disputes, &c., and his Manager sent a report to the Political Agent, Harouti (vide Document No. 193). This was forwarded for enquiry to the Political Agent, Mewar, who, in his turn, sent it to the Sree Darbar for enquiry. The result of all this was that the Political Agent, Harouti, and the Political Agent, Mewar, instructed the Raja Dhiraj to proceed to Udaipur. Neither in the Manager's report (Document No. 193) nor in the orders of the Political Agents (Document No. 195) there is a single word corroborating the allegation of the Raja Dhiraj that during the minority of the present Chief, the Sree Darbar again urged his presence once in three years and the matter was referred to the Political Agent of Harouti in the Sambat year 1930, when the Manager was instructed to go and try for some amicable settlement.

XXXIII. The Raja Dhiraj has adduced no evidence to support his allegation that. "The present Raja Dhiraj, after attaining majority, collected all records of the case, and under the advice of the Political Agent, proceeded to Udaipur in the Sambat year 1944 \* \* \* \* \* \* From the Sambat year

XXXII. During the minority of the present Chief, the Darbar again urged his presence once in three years. The matter was therefore referred to the Political Agent in Harouti in the Sambat year 1930 (A.D. 1873) when the Manager was instructed to go and try for some amicable settlement. He accordingly tried his best, but unfortunately to no result.

XXXIII. The present Raja Dhiraj, after attaining majority, collected all records of the case, and under the advice of the Political Agent, proceeded to Udaipur in Sambat

1944 (A.D. 1887). He discussed the matter, but the result was quite reverse. The Darbar forced him to stay there for three months without having any reference to the question and did not allow him to return even when he asked leave on hearing the heir-apparent, Kuar Umed Singhjiattacked by eholera and his Rani dangerously ill. Consequently it was long, after references to the British officers, that he could reach Shahpura only a short time before the Rani's death.

XXXIV. Three years after the Raja Dhiraj was again summoned, and it was\_suggested through the Vakil that the service question shall be settled this time. The Raja Dhiraj thought it advisable to go to Udaipur and tried his best for the equitable settlement of the long pending question. But instead of having any hope of decision, he had the very same difficulty to encounter. He was detained even when his mother Jodhpuriji)

1930 (A.D. 1873) the Raja Dhiraj at once jumps to the Sambat year 1944 with a view to mislead the reader, his intention being to show that no service was performed to the Sree Darbar and the question remained pending decision during these fourteen years and to suppress the fact that in the Sambat year 1944 (A.D. 1888) he attended the Darbar on the oceasion of the Dussera to perform But after the Sambat year 1930, he like serviee. the other Feudatory Chiefs of Mewar, attended the Sree Darbar and performed all sorts of service, personally and with quota of troops up to the Sambat year 1947 (A.D. 1897) as stated above in Reply No. XX vide Documents Nos. 197 to 244), the most important of which is Document No. 208. It is not likely that the present Raja Dhiraj was not aware of the proceedings and acts of his own time. He has not hesitated to suppress or ignore them to gain his object. The next allegation that the Darbar forced him to stay there (at Udaipur) for three months and did not allow him to to return when he asked for leave upon hearing of the dangerous illness of his wife, is not true. For, the Sree Darbar does not refuse leave even to a menial servant at such an emergency. In the Sambat years 1942 and 1943 (A.D. 1885-86) the Raja Dhiraj of Shahpura did not attend the Sree Darbar at Udaipur and obtained leave of absence on trifling pleas and went to other places leaving Shahpura. In the Sambat year 1944 (A.D. 1888) he wanted to leave Udaipur before completing his full period of service. Consequently the Sree Darbar told him that he might be granted leave then, but that afterwards he should have to complete his full period of service.

XXXIV. In the month of Jaith of the Sam bat year 1947 (A.D. 1891, the Raja Dhiraj went to Udaipur to perform service. On this point there exist his petitions (vid-Documents Nos. 241 to 244.) In the face of these, it is surprising that he should allege that "three years after the Raja Dhiraj was again summoned to have the service question amicably settled". The real facts were that as the Raja Dhiraj did not attend on the occasion of the Dussera in the Sambat year 1947 (A.D. 1890) in compliance with the Parwana of the Sree Darbar, he was called upon to explain the cause of his absence (vide Document No. 241). Whereupon the Raja Dhiraj, without urging any sort of plea, sent a petition through his Kamdars, stating: "The

was on her dying bed and could not return before her dead body was burnt.

XXXV. Three years after in May last the Darbar instead of passing any decision opened the question in an indirect way. An explanation was asked regarding the non-attendance of the Raja Dhiraj on the Dussera last and the non-submission of a petition in reply to the usual parwana (Appendix No. 31). As the attendance was not customary and the submission of a petition in reply to the usual parwana was quite a new thing, a reply in detail was submitted showing all sorts of submission (Appendix No. 32). But the reply was not properly considered, and it was ordered that the Raja Dhiraj must submit a petition asking pardon and withdraw the reply within a month, necessary actions shall otherwise be taken (vide Appendix No. 33).

In order to show full obedience and to avoid the displeasure of the Darbar, the Raja Dhiraj submitted a petition and applied for the withdrawal of the reply, but entering his protests most humbly requested the Darbar to settle the long

Political Agent came here in his annual visit and the Raja Dhiraj accompanies him in his tour. Agent to the Governor-General is also expected in a few days. That is why the Raja Dhiraj could not present himself at Udaipur" (vide Document No. 242: But the Sree Darbar again wrote to him urging him to attend (vide Document No. 243). Eventually the Raja Dhiraj did attend (ride Thus it is evident that this Document No. 245). allegation of the Raja Dhiraj is unfounded. allegation about the serious illness of his mother (Jodhpurji) is of the same nature as that made regarding the serious illness of his wife in the Sambat year 1944. On both these occasions, leave granted but the Raja Dhiraj was told to complete his full period of service afterwards.

XXXV. The Raja Dhiraj has here misrepresented the real facts which are these :- Owing to the absence of the Raja Dhiraj on the occasion of the Dussera, an explanation was duly called for from him. Whereupon he impertinently replied to the effect that the records showed that a parwana was received every year requiring attendance on the Dussera festival, but no action was taken on it (vide Document No. 247). He was, as a matter of favour, asked to apologise and to withdraw his letter and to attend. He even then did not attend, but urged pleas in stronger language. For this impertinence and disobedience, the whole of his Jagir should have been at once confiscated by the Sree But, as a matter of fact, only attachment was sent in respect of only one village, Pacholi, which was previously resumed on several other occasions as stated above. But with regard to this attachment, the Raja Dhıraj complained against the Sree Darbar before the Resident Mewar. That the complaint is groundless will be shown below.

pending question of service according to the documents and the old usage. He, moreover, deputed the Kanıdar to explain the matter with proofs. cordingly he presented himself in the Darbar and tried his best for some. But all was settlement. in vain and he had to return after staying there for one month without receiving orders from the Darbar about settlement.

XXXVI. Shortly after the Darbar, on the other hand, deputed a party of 12 armed men to seques-trate the village of Pacholi, belonging to the Raja Dhiraj without sending any notice to him. village lying at a distance of 5 miles only from the eapital is farmed to a contractor living at Udaipur and is therefore not provided with any man of Shahpura and is held by the Raja Dhiraj under a special Sanad (Appendix No. 26), containing that none of the Royal blood shall ever look to seize upon it. The party is since oppressing the villagers so badly that they are likely to leave their homes for ever. A mere order or at most the deputation of a Shahna would have been quite sufficient for the sequestration of a village like Pacholi. The unuecessarily and unlawfully hard measures in this, as well as on the aforesaid occasions, clearly prove the intention of the Darbar for pressing  $_{
m the}$ Dhiraj in some way or other to accept illegal demands and to cause heavy loss for ever by depopulating the said village and thus creating a mismanagement throughout the chiefship.

XXXVI. No oppression was committed towards the inhabitants of Pacholi as alleged by the Raja Dhiraj. Why should they be oppressed a Resumption proceeding amounts to this:-The tenants are asked to pay the rent direct to the Sree Darbar and not to the Raja Dhiraj. Therefore, no occasion for harsh measure arises. Besides, they are equally the rayats of the Sree Darbar. They have committed no fault. The fault was committed by the Raja Dhiraj.

Further, there was no need for giving notice to the Raja Dhiraj personally. The Vakil of Shahpura attending the Court of the Sree Darbar was aware of this order and the Raja Dhiraj knew full well that he had committed a grave offence. The Raja Dhiraj has adopted this mode of representation with a view to attribute oppressive acts to the Sree Darbar.

XXXVII. As the Raja Dhiraj has now  ${
m the}$ been utterly disappointed of having any amicable settlement from the Darbar in this long pending question, for all possible efforts proved unsuccessful, and as the unlewful demands and the hard measures adopted by the Darbar vitally affect on the grant which he direct ly holds from the Supreme Government, there is no other source of relief but to report the matter and to request the Supreme Government for an investigation and settlement of the question. The whole statement of the case is therefore submitted with humble request of being eonsidered favour-

In conclusion, it is to be added that the ease having been verbally referred to Col. Walter, the Agent to the Governor General, the Raja Dhiraj was advised to try to have it amicably settled and to report if unsuccessful, so that it may be settled by the Political Officers of Harouti and Mewar. As all efforts for amicable settlement have failed, the matter should therefore be discussed and settled by the said officers.

XXXVII. It is not difficult to see why the allusion to the grant from the Supreme Government is made in this allegation. The object was to enlist, if possible, the sympathy of the officers of the Supreme Government. Otherwise Pargana Phulia is in the possession of the Raja Dhiraj since a long time and the service hitherto unfailingly rendered by the Chiefs of Shahpura to the Sree Darbar has never affected the relations which the Raja Dhiraj has towards the Supreme Government for the Pargana Phulia. The Raja Dhiraj's relations to the Sree Darbar are based upon a very different foundation from his relations to the Supreme Government. And they not only do not conflict with one another, but leave the Raja Dhiraj perfectly free to discharge his obligations to both the Supreme Government and to the Sree Darbar.

On previous occasions whenever Shahpura raised objections, the Political Officers have always given it distinctly to understand that the two grants were quite distinct from each other. In Sambat Col. Herbert, Political vear 1933 (A.D. 1876) Agent, Mewar, wrote to the Raja Dhiraj: "In reply I beg to say that since you hold the grant of Kachhola as Jagir from the Darbar, you should regard yourself like the other Sardars of Mewar, and that your estate (that is to say Phulia) stands on a different footing. You should obey the orders of the Darbar like the other Sardars of Mewar, and should not think that there is any degradation or loss of prestige to your estate in obeying them, because these two grants are quite distinct from each other' (vide Document No. 213).

There is nothing to show in the office of the Sree Darbar that the case was verbally referred to Col. Walter, late Agent to the Governor-General, Rajputana.

In conclusion, it is hoped that all the grounds of the Representation have been fully met above, will show that all matand the Documents ters are clear and undisputed and require no amieable settlement. The acts of the Shahpura Chiefs and their attendances at Udaipur from generation to generation will show that the question of service and the payment of the Chhatoond money is as fixed by custom and long usage as with those of the other Feudatory Chiefs. They are historical matters and are not to be interfered. The contention for amicable settlement is therefore invalid. No British official has ever made any interference in this matter, which is wholly internal from the time of Col. Tod until this moment; and it is therefore hoped that no interference will be made in this case also.

# Copies of the Documents submitted by the Raja Dhiraj of Shahpura, as Appendices, with his Representation.

N.B.—The Notes below the Appendices have been added in order to point out the defects in the translation.

#### APPENDIX No. 1.

Kabuliyat from Akhey Singh, Agar Singh, Jorawar Singh, Bhim Singh, Maharoop Singh, and Sagar Singh.

The Pargana of Jahazpur, in the Sooba of Ajmere and the Jagir of Raja Bharat Singhji, is farmed for the whole year (Rabi and Kharif crops) for a sum of Rs. 1,8001.

It includes the total Khalsa revenue, customs and taxes. It is promised that the money shall be paid in time.

Asop, Borra, Chaprel, and the Mina villages, 13 in number, are not included in this contract.

Dated Baisakh Vid 3 (Sambat A.D. 1710).

### APPENDIX No. 2.

From Pancholi Bihari Das, by order of the Mewar Darbar.

The undermentioned villages are given in patta to Raja Bharat Singhji, son of Dawlat Singhji.

10 villages in the Pargana of Kaula (details in original). Rekh Takka Rs. 90,000, of the value of Rs. 45,000.

10 villages in the Pargana of Lemthar (details in original).

Rekh Takka 6,000, or income of ... ... Rs. 3,000

1 village of Dhakai in the Pargana of Gorathra of a Rekh Takka 4,000, or income of ... ... Rs. 2,000

Total Rekh Takka one lac, or income of ... ... Rs. 50,000 Dated Asarh Sud 5, Sambat 1773 (A. D. 1717).

# APPENDIX No. 3.

From Maharaj Dhiraj Maharana Sangram Singhji to Raja Bharat Singhji, son of Dawlat Singhji.

The following Giras is granted in exchange of the villages of Badnore; 27 villages in the Pargana of Sarhad resumed from Pirthi Singh, son of Ram Singh (details in original), income Rs. 23,350, Rekh Takka 46,700.

27 villages in the Pargana of Mandalgarh (details in original). Rekh Takka 53,300, income Rs. 26,500.

Total 54 villages of *Rekh Takka* one lac, or income Rs. 50,000 are granted through Pancholi Bihari Das.

Dated Sambat 1775, Asoj Vid 11 (A.D. 1719).



### APPENDIX No. 4.

From Maharaja Dhiraj Maharana Sangram Singhji to Raja Bharat Singhji.

The Pargana of Jahazpur is granted to you in patta to serve the Darbar as five other Thakurs do, in accordance to the *Rekh* and income of the said Pargana, *i.e.*, the order is just that which was written before in Sambat 17 (——).

Dated first Asarh Sud 15, Sambat 1781 (A.D. 1725).

# APPENDIX No. 5.

From Pancholi Deo Karan of Udaipur to the Patels of Aton.

In the Pargana of Pur, the village of Aton, *Rekh Takka* 8,000, or income of Rs. 4,000, resumed from Chohan Sobhanath, is granted to Raja Umed Singhji, son of Bharat Singhji in exchange of his villages detailed below, of the same Rekh and income.

Dated Chait Sud 6, Sambat 1802 (A.D. 1746).

N.B.—The endorsement "Registered in the Bakshi Department (account of Jagirs)" has been omitted in the translation.

#### APPENDIX No. 6.

From Pancholi Deo Karan of Udaipur to the Patels of the village of Agoocha.

The village of Agoocha with its hamlets in the Pargana of Badnore of a Rekh of 24,000, or income of Rs. 12,000 is made over as an additional grant to Raja Umed Singhji, son of Bharat Singhji in reward of his reaching Malharji, in connection with the business of Maharaja Madho Singhji, the income of Rs. 12,000 is granted. The possession of the estate should be done over to him. This former grant is all approved.

This is resumed from Chatar Singh Khangrot. He will serve with 48 sowars and 48 guns with good horses and Rajputs.

Dated Asarh Sud 10, Sambat 1805 (A.D. 1749).

#### APPENDIX No. 7.

From Pancholi Bhawni Das of Udainur to the Patels of the undermentioned villages of the Parganas of Mandalgarh and Badnore.

The undermentioned villages, being in the patta of Raja Umed Singhji, son of Bharat Singhji, were resumed. They are now restored to him. The possession thereof should be made over to him.

73 villages in the Pargana of Mandalgarh (names given in the original).

5 villages (including Agoocha) in the Parganas of Badnore and Bharak.

1 Baree garden at Udaipur.

Dated Chait Vid 1, Sambat 1809 (A.D. 1753).

### APPENDIX No. 8.

From Baba Khuman Singh and Shah Sevaram Depra to the Patels of Kanti.

The village of Kanti in the Pargana of Mandalgarh is granted to Raja Umed Singhji as an addition. The possession thereof should be made over to him. It is resumed from Nant Singh.

Dated Asoj Sud 1, Sambat 1810 (A.D. 1754).

# APPENDIX No. 9.

From Pancholi Bhawani Das of Udaipur to the Patels of the following villages.

The undermentioned villages of the Pargana of Mandalgarh, being in the patta of Raja Umed Singhji, lately resumed, are regranted to him; the possession thereof should be made over to him (details in original) including Agoocha.

Dated Bhadwa Vid 8, Sambat 1810 (A.D. 1754).

# APPENDIX No. 10.

From Shah Amar Das Depra, by order of the Darbar to the Patels of the undermentioned villages.

The undermentioned villages are granted to Raja Umed Singhji, son of Bharat Singhji. Their possession should be made over to him.

- 64 villages in Mandalgarh to be continued in his possession, value Rs. 74,000.
- 11 villages resumed by the Darbar, value Rs. 26,000.
- 11 villages of the same value be given to the Raja in exchange of the above, viz:—

Dhamnia		income	D.	9 500					
		meome	ns.	0,000	Satola	•••	income	Rs.	2,500
Khero Satolar		"	,	1,000	Kanti	•••	,,	,,	2,000
Jharol Khera	Sudi	11	,.	2,500	Khorn	of Kanti			-
Birdhol		••	•	•		от капи	"	21	1,000
	•••	* **	"	3,000	Dadio	•••	**	29	500
Bholi	•••	11	12	3,000	Barlia	•••		•	4,700
Lasaria	•••	91	٠,	2,300		•••	77	,.	±, 100
,			•	•			Total	2	6.000

• Total income of Rs. 1,00,000.

Dated Bhadwa Vid 2, Sambat 1815 (A.D. 1759).

## APPENDIX No. 11.

From Shah Moti Ram (Minister) of Udaipur to the Patels of the undermentioned villages.

The undermentioned villages are granted to Raja Umed Singhji, son of Bharat Singhji. Their possession should be made over to him. He should serve with (——) sowars and (——) guns.

#### I.—In Mandalgarh.

Income Rs.

6 Villages from Khalsa

67 Just resumed from the said Umed Singhji ... Rs. 93,400

### II.—BADNORE.

1 Agoocha with hamlets ... ... Rs. 12,000

4 Villages resumed from Hari Singh ... ,, 5,700

Total ... Rs. 17,700

### III.—BOREWAH.

6 Villages and 4 hamlets resumed from Zalim Singh Rs. 6,500

7 Villages resumed from Blim Singhji ... ,, 6,600

Total ... Rs. 13,100

Grand Total ... Rs. 1,24,200

He shall serve with 500 sowars and 500 guns with qualified persons. Dated Kartic Vid 13, Sambat 1822 (A.D. 1765).

N. B.- For complete and correct translation of this document vide No. 6 in the Book of Documentary Evidence.

# APPENDIX No. 12.

Khas Ruqa to Raja Ran Singh, dated Kartic Vid 5, Sambat 1829 (A.D. 1773).

N. B.—The translation of this has not been given by the Raja Dhiraj, but the copy of this sent in Vernacular to the Sree Darbar through the Resident, Mewar, may be translated thus:—

After the usual preface. Your petition has been received. You complain that I write to you one thing, while Agra Mehta sends men in the villages. I am not such a fool, as to write one thing and do another. As for me rest assured. I have written to Agra Mehta in connection with that, and he would withdraw his men from the villages. You should not give any village to Agra Mehta as a customary present. I act just as you advise me to do. Do not entertain doubts as for me for these trifling matters. I shall be always careful to fulfil my promise to you. Do not think anything else.

Dated Katic Sud 5, Sambat 1829.

(On the margin)

Agra Mehta has committed a serious mistake. Your patta is in Moondkati (loss of life).

#### APPENDIX No. 13.

From Maharaja Dhiraj Maharana Arsiji to Roja Ran Singh.

-(After due compliments.) The patta of the village of Jahazpur resumed from Baba Bhopal is granted to you. You should take possession thereof. The patta of Jahazpur is granted in exchange of the Mandalgarh villages which you already hold.

Dated Sawan Vid 3, Sambat 1827 (A. D. 1771).

## APPENDIX No. 14.

From Maharaja Dhiraj Maharana Bhim Singhji to Raja Amar Singhji.

After due compliments. As you murdered my patawat, Ran Singh, you might consider it before hand. You did well.

Nalwaya Moti is now deputed and the whole patta granted by the Darbar is put to Khalsa. You should make over the possession of the whole to the Khalsa.

Dated Fagan Vid 5, Sambat 1874 (A. D. 1881).

N. B.—For complete and correct translation vide Document No. 12 in the Rook of Documentary Evilence.

# APPENDIX No. 15.

By order of the Darbar, to the Patels of the urdermentioned villages of the Shahpura patta.

The undermentioned villages being put to Khalsa, a Kamdar is deputed. You should pay the revenue to the Khalsa Kamdar.

Resumption of Raja Amar Singhji, son of Bhim Singhji.

84 villages in the Pargana of Mandalgarh.

1 village (Agoocha) in Badnore.

14 villages, including Dhangarmhow in Borewah (details in original).

## Details of Pargana Kamdar.

Shah Tek Chand	per d	liem	•••	• • •	Rs.	5
${f Motiji}$	,,	,,	•••	• • •	,,	3
Footmer 50	"	"	•••	• • •	,,	25

They are deputed of a Khalsa ordered by the Darbar, as well as for default in payment of a sum of Rs. 20,000 of Baiji Chandji borrowed under a bond from Joshi Jugroo.

Dated Asarh Vid 9, Sambat 1874.

N.B.—For complete and correct translation of this document vide No. 13 in the Book of Documentary Evidence.

# APPENDIX No. 16.

The undermentioned villages made over to Amargarh.

- 1 Barsnika Khira
- 4 Ratanpura.
- 2 Rooppura
- 5 Fatehpura.
- 3 Halsera

N.B .- Vide Document No. 15 in the Book of Documentary Evidence.

# APPENDIX No. 17.

Translation of a Khas Ruqa from the Darbar to Raja Amar Singhji.

After due compliments. Of the villages under Amargarh, only one shall remain with it, others shall be returned. Their revenue shall also be returned if it is collected by Raj. Regarding the promise of Rs. 50,000, I shall try my best to remit ten or eight. It is my word. You should excuse if you see it delayed for a day or two. We shall take never more than forty.

Dated Baisakh Vid 7, Saturday. Sambat (----).

# APPENDIX No. 18.

From His Highness the Maharana to the Patels of the undermentioned villages.

The undermentioned villages in the Pargana of Mandalgarh, yielding Rs. 58,700, are granted in patta to Raja Amar Singhji, son of Bhim Singhji.

The possession thereof should be made over to him. He shall write will-surver in fort as credited. Details of villages with their income given in the original.

Total number of villages 52.

Dated Bhadwa Vid 9, Sambat 1878 (A.D. 1821).

N.B .- Vide Document No. 16A in the Book of Documentary Evidence.

#### APPENDIX No. 19.

Translation of a Khas Ruqa from the Darbar to Raja Amar Singhji, A.D. 1821.

After due compliments. As long as the remaining villages of your patta are not ordered to you, you shall be free from Chouth, Chhatoond, Lagat. Bilgat, taxes, including all (demands), you shall not be troubled from anything. You should rest assured. The formalities due to you from ancient ages shall duly be observed.

Dated Bhadwa Vid 9, Sambat 1878.

Special endorsement by the Darbar in his own handwriting.

As long as your Bishnia (and) Agoocha are not re-granted, you are exempted from Chouth, Kharlakhar, and Chhatoond, by solemn affirmation before Ban Nath. We shall not charge any. You are exempted from all.

# APPENDIX No. 20.

Translation of a Khas Ruqa from the Darbar to the address of Raja Amar Singhji. After due compliments. The Jahazpur service has been fixed in lieu of such villages of your patta as are restored to you. You should perform that. The Ghasmari and Daotra due for these villages are remitted. Eighteen villages, including Agoocha, &c., now remain. You shall be called to serve when these villages are given to you. You shall be free from Chouth and Chhatoond, which is to be charged like five others.

Direct interference in your villages shall not be made by Jahazpur, Mandalgarh, and Bhilwara. Your Kamdar, or, if necessary yourself, shall be addressed. You should accept the grant with full complaisance. It is my word.

Dated Sawan Vid 8, Sambat 1879 (A.D. 1823).

Endorsed.

What is written is all right. It is my word. Bachan.

#### APPENDIX No. 21.

From Shah Sheo Lal, Prime Minister, Udaipur, to Raja Dhiraj Amar Singhji.

You should serve at Jahazpur as promised in accordance with the patta granted by the Darbar. No demand shall be made on account of Ghasmari and Daotra if it is not clarged before. You shall be called personally when the remaining 18 villages, including Agoocha, are restored.

You are exempt from the demands of Chouth and Chhatoond. The Kamdars of Mandalgarh and Bhilwara shall have no direct interference in your villages. Your Motamid, who is here, shall be addressed on all business concerned with the said districts. Please accept the Sanad with full satisfaction, and do not fail in performing the Jahazpur service. It is my word.

#### Endorsement.

Ghasmari and Daotra is not charged before, so it is not to be charged in future. Dated Sawan Vid 2, Sambat 1879 (A.D. 1823).

#### APPENDIX No. 22.

Khas Ruqa to Raja Amar Singhji.

After due compliments. I am in receipt of your petition and of the verbal communication through Chatarbhuj Sheolal. Ochterlony's visit is shortly expected. Please come just after the reading of this note. Some other quota has been deputed to Jahazpur. You may remove your men thence, for you are to serve in one place only.

Dated Chait Vid 4 (Sambat not given in the original).

# APPENDIX No. 23.

Khas Ruqa from the Darbar to the address of Raja Amar Singhji.

After due compliments. Your service at Jahazpur has been settled to be stopped. In return of which and on account of Chhatoond, payment of Rs. 6,000 has been agreed upon through the elder sister.

Of these Rs. 4,000 shall be realized from you and Rs. 2,000 shall be paid by us year after year.

I swear by the sister that there shall be no breach of promise.

Dated Sawan Vid 14, Monday.

Note.—No Sambat has been given.

# APPENDIX No. 24.

From Bai Chandji to brother Raja Amar Singhji.

After due compliments. You are exempted from the Jahazpur service, which you had to perform.

In return of which and of a Chhatoond Rs. 6,000 were fixed. Of these Rs. 4,000 only annually shall be levied from you and we shall not demand the remainer from you. It is my word. I declare it on an oath of my brother.

Dated Sawan Sud 1, Wednesday.

Note.—It is strange that no Samhat is mentioned.

# APPENDIX No. 25.

Translation of a copy of an order noted in an Account Book.

"Order from Capt. Cobbe (Political Agent in Mewar) to Chand Khan, the Hakim of Jahazpur.

His Highness the Darbar has granted the villages of Bishnia (Taluqa) to Raja Amar Singhji of Shahpura. You should on the receipt of this parwana make over the villages of the Bishnia Taluqa to the said Raja and let me have his acknowledgment for the same.

Dated Sawan Sud 6, Sambat 1881.

# APPENDIX No. 26.

Khas Ruqa to Raja Dhiraj Amar Sinohji.

I am pleased to grant you the village of Pacholi. You should take possession thereof and consider it the most permanent grant just like your former patta.

Dated Chait Sud 9, Sambat 1882 (A.D. 1826).

#### Endorsement.

My compliments be known to you. The grant of this village is eternal. Shahpura is your own. You should hold this village too like that. Anyone, if of my blood, shall never look in front of this village.

#### APPENDIX No. 27.

Translation of a copy taken from an Account Book of Sambat year 1881 (A.D. 1825).

A sum of Rs. 6,000, settled to be paid on account of the service of Jahazpur and of the Chhatoond of 14 villages of Bishnia, which were lately resumed, is paid as follows:—

Paid by Minist	•••	Rs. 2,000			
Paid by the	Raja Dhiraj	at	Udaipur through		,
Singhi Baga	and Bhawar	ıa	•••	•••	Rs. 4,049-4-0
Currency on Sa	wan Sud 2.				
Principal	•••	•••	•••	•••	Rs. 4,000
On Account of	Manoti	• • •	•••	•••	Rs. 120
Deduct discoun	•••	4,120 70·12-0			
	•				Rs. 4,049-4-0

Saith Koshal Chand, who advanced this money to the Raja Dhiraj, was allowed a sum of Rs. 130, being the amount of interest of Rs. 2,000, being the instalment of Baisakh Sud 15 paid in advance.

### APPENDIX No. 28.

Translation of a copy taken from the Account Book of Sambat year 1885 (A.I) 1829).

Paid on Chait Vid 2, to Mehta Sher Singh on account of Shah Joharmalji for Sambat 1885 of a Chhatoond Rs. 2,000 after a deductoin of Rs. 400 due for the income of the village of Mansowa. Udaipur currency... ... Rs. 1,600 Paid to Mehta Ram Singh (out of money borrowed from Saith

Paid to Mehta Ram Singh (out of money borrowed from Saith Koshal Chand) on Asarh Vid 2 on account of Chhatoond due for Rabi crop ... ... Rs.

The amount due for Kharif after a deduction of Mansowa has already been paid to Mehta Sherji, and thus nothing remains to be paid for the year Sambat 1885.

# APPENDIX No. 29.

Translation of a Sanad from His Highness the Maharana Sree Fateh Singhji to Raja Dhiraj Nahar Singhji.

After due compliments. A piece of your Baree land measuring bighas 9 and biswas 5% is taken for the purpose of extending Sajjan-nivas Gardens, in return of which a cash payment of Rs. 700 per annum is agreed upon. In place of being paid in cash, the sum shall be allowed to be deducted from the Chhatoond of your estate, which amounts to Rs. 3,200.

Thus in future a sum of Rs. 3,000 only shall be charged on that account. By order, through Mahkma Khas. Written by Pancholi Moti Ram, son of Ram Singh.

Dated Bhadwa Vid 10, Sambat 1942.

# APPENDIX No. 30.

Purport of a Kharita from Colonel G. S. P. Lawrence to Raja Dhiraj Lachman Singhji.

Bhopal Singhji and Goman Singhji are granted leave to reach you. You should depute a Motamid or Bhopal Singhji to the Darbar at Udaipur, to put their signatures to the Kauluama. After this the three points, about which you have written, shall be acted upon just as written by you. Rest assured do not care at all.

Please send your Motamid to the Darbar at an early date without any delay.

Dated Asarh Sud 3, Sambat 1912 (A.D. 1855).

Appendices Nos. 31, 32, 33, 34, and 35 are given on numbers 246, 246 note, 247, 249 250 in the Book of Documentary Evidence, and therefore they have not been given here.



# THE

Replies to the Memorandum of Shahpura.

PART II.

### INTRODUCTION.

The present Raja Dhiraj of Shahpura disobeyed the orders of the Sree Darbar, Mewar, and refused to attend and render service to it. For this offence the village Pacholi of his patta was attached by the Sree Darbar; but the said attachment had to be withdrawn on account of the repeated takeeds (requests) from the Agent to the Governor-General, Rajputana. Consequently the Sree Darbar addressed a Kharita to His Excellency the Viceroy and Governor-General of India, appended to which were the translations of the documents of the time of the present Raja Dhiraj, as well as those of his ancestors with a view to prove to the satisfaction of the Supreme Government that the Chief of Shahpura was granted the Jagir in Mewar on condition of rendering service to the Sree Darbar just like the other Feudatory Chiefs; that the Chiefs of Shahpura have always rendered service and paid the Chhatoond just as the other Feudatory Chiefs of Mewar do; that in cases of failures, punishments in the form of fine, attachments, and confiscation of even the whole Jagir have been from time to time meted out to them, and that on occasions like these, the Political Officers have never interfered in these matters as wholly internal; on the contrary they always assisted the Sree Darbar in securing obedience to its After the despatch of the above-mentioned Kharita, a detailed reply of the allegations of the present Raja Dhiraj set forth in his Representation, submitted by him to the Agent to the Governor-General, Rajputana, through the Political Agent, Harouti, on the 8th October 1894, was sent by the Sree Darbar to the Agent to the Governor-General, Rajputana. The said reply was styled as the "Observations regarding Shahpura's liability to render service to the Mewar Darbar."

The present Raja Dhiraj sent to the Agent to the Governor-General, Rajputana, a rejoinder of the above-mentioned Kharita with his forwarding letter, dated the 27th May 1898. That rejoinder is styled "The Memorandum." The Sree Darbar is therefore compelled to take notice of the said Memorandum and to expose the groundlessness of the allegations made by the Raja Dhiraj in the said Memorandum.

In paras. 1 to 11 of the Memorandum, the allegations contained in the Representation are reiterated, which have been fully met with in the Replies to the Representation, Part I from Nos. I, to XXIII, and no notice of them, therefore, is taken in this.

### ALLEGATIONS OF SHAHPURA SET FORTH IN ITS ME-MORANDUM.

I. The documents referred to in the Representation were duly examined by Cols. Muir and Thornton, the late Political Agents in Harouti, as well as by the Prime Min-

### THEIR REPLIES.

I. The Raja Dhiraj of Shahpura has grossly misrepresented the whole thing. In the first place, the Prime Minister of Mewar did never examine the documents. Secondly, the Political Agent, Harouti, has been made to believe that "Appendix No. 18 contains no stipulation as to service," for the said



isters of Mewar. The Darbar's Kharita also contains nothing in contradiction of any of them, hence there can be no doubt about their genuineness and reliability. (Para. 12.)

II. It is also evident from the documents and from the lists of villages held by Shahpura, that the Chiefs were in possession of two distinct estates in Mewar; one in the Par-gana of Mandalgarh as hereditary estate ever held as patrimony without any service, and the other (Agoocha) lying in the Parganas of Badnore and Borewa, held as ser-vice tenure. The present estate is but a portion of the former, which was restored without scrvice; and the whole of the service tenure was retained in Khalsa on an explicit promise of restoration in case if the Raja Dhiraj is to be summoned for service. The annexed statement marked A, will clearly prove the fact, as well as the nature of the different estates held by the Chiefs of Shahpura during the last 282 years. (Para. 13.)

Agent has written in his Report No. 8P, dated 13th March 1895: "Under the first of these (No. 18) 52 villages were granted without any stipulation as to service" (para. 8 of the Report); whereas the very document distinctly sets forth: "He shall serve with as ordered." Thirdly, in the Kharita no notice was taken of the documents produced by the Raja Dhiraj, or of his allegations, as the Shahpura affairs were wholly internal and so entirely within the jurisdiction of the Sree Darbar; besides the Sree Darbar, while returning the documents, wrote to the Resident, Mewar, that some of them were unreliable, and that most of them prove the allegations of the Raja Dhiraj to be untrue (vide Document No. 263). In fact, in the Replies to the Representation, Part I, it has been shown clearly that of the documents produced by the Raja Dhiraj, a good many are not only inoperative and ineffectual, but spurious and ungenuine, as is evident from their very contents, while others were never acted upon.

The documents on the basis whereof the II. Raja Dhiraj alleges that the Chiefs were in possession of two distinct estates in Mewar, do not, however, prove that allegation. In Nos. IV to XXV of the Replies to the Representation, Part I, full details have been given to show that the said documents are not only worthless and inoperative, but some of them are spurious and ungenuine (vide statement A an-Such being the case, it is clear that nexed herewith). "the statement marked A," based solely upon those Further, this statement documents is unfounded. contains allegations which are contrary to the contents and purport of the said documents. Some of them are noted below.

- (1.) The Raja Dhiraj's Appendix No. 18, which purports to be a grant of 52 villages (which are still in his possession) from the Sree Darbar, distinctly gives the name of each village and the total amount of income as Rs. 58,700. But contrary thereto, in statement No. A, in order to show a less income of the existing Jagir, the Raja Dhiraj has stated theincome of the very same villages to be Rs. 29,000 only. Compare Appendix No. 18 with number 14 of the statement A.
- (2.) The Appendices Nos. 20 and 21 do not contain a word about Taluqa Bishnia, comprising fourteen villages, being granted for performance of scrvice, while in the statement A, it is stated that Taluqa Bishnia was granted to him by Appendices Nos. 20 and 21. Compare No. 15 of the statement A, with the Appendices Nos. 20 and 21.

(3.) In the original Hindi Appendix No. 11, 99 villages are mentioned as having been granted to Raja Umed Singhji for performance of service with 500 horsemen and 500 foot, while in No. 10 of the statement A, it is alleged that 91 villages were granted and out of which 73 in Pargana Mandalgarh were hereditary and 18 villages were on condition of service. No such distinction is made in the original document. Compare Appendix No. 11 (or Document No. 6, Book of Documentary Evidence) with No. 10 of the statement A.

(4.) In No. 18 of the statement A, it is stated that General Lawrence's Kharita (Appendix No. 30) relates to the exemption from payment of the Chhatoond and from performance of service and from payment of "Talwar Bandhi" fee, but the said Kharita makes no mention thereof; and it is a cancelled Kharita (vide Document No. 110). The details thereof are given in No. XXV of the Replies to the Representation, Part I.

This allegation of the Raja Dhiraj is not true. The Raja Dhiraj was at the commencement allowed inspection of all papers asked for by him, at He was never refused inspection of any paper by the Sree Darbar. After the submission of his Memorandum, he was allowed inspection of all original documents from the beginning to the end, translations of which were entered in the précis submitted with the Observations, to the Agent to the Governor-General, Rajputana. The printed eopy of translation was shown to his Kamdar with the object that if he wanted to see any of the original documents again, he would be allowed inspection of it; but it is a pity that the Raja Dhiraj has in suppression of the real facts made this allegation. The three points noted in the Kharita have been fully proved and demosntrated in the Observation sent to the Agent to the Governor-General, Rajputana, and in the Replies to the Representation, Part I, and no reiteration is therefore necessary to be made here.

III. As regards the Memorandum, and the Kharita of the Darbar, it is a pity that the original papers, referred to, were not shown either to the Kamdar, who was deputed for the purpose in October last or to the Raja Dhiraj, who often tried his best to see them when he was at Udaipur in February and March last. The printed copy of the translation shown to the Kamdar elearly denotes that the points in question on the part of the Darbar, are as given below and that the Darbar wishes to establish them by the papers referred to, which do not really support them.

1.t.—That the Raja Dhiraj holds Jagir for service and is not an exception in paying Chhatoond and rendering service.

2nd.—That petitions of excuses have been submitted by him whenever he was unable to attend the Darbar on the Dussera.

3rd.—That he has been treated like other Jagirdars in all matters connected with attachment of Jagir, the imposition of dhons, and fine, the Investiture with sword, and all other ceremonies. (Para. 14.)

IV. To support the first point a reference is made to (the Kharita) Appendices Nos. 1, 2, and 3. No. 1 is said to be the original deed of grant, under which the present estate is held by the Raja Dhiraj, and Nos. 2 and 3 are the reciprocal agreements of the then Chief eontaining the acceptance of the conditions of service.

But this is not the fact. No. 1 is a deed of grant, dated Sambat 1822 (A.D. 1765) and, as already mentioned, contains a grant of estate worth Rs. 1,24, 200; while that in possession is worth about Rs. 35,000, and eonsists of villages elearly detailed in the doeuments of Sambat 1878 and 1879 (A.D. 1822 and 1823). The contents of the Appendix No. 1 itself show that the grant consisted of restoration of an estate which already belonged to Shahpura and of some additions thereby Hence the referred document cannot be the original grant, for it shows that part of the estate was in possession of Shahpura long before this. On the other hand the Representation (Appendix No. 2) shows that the original grant was male in Sambat 1773 (A.D. 1717) i.e., 50 years before the date of the document referred to and that it was without any service, while the (Representation) Appendices Nos. 18, 19, 20, 21, 23, and 24 give full parti-culars of the present portion of the estate now held

The allegation of the Raja Dhiraj that the Kharita Appendix No. 1 cannot be an original grant, is intended to mislead the reader. The real fact is that the Jagir of Shahpura in Mewar existed from a previous time, but had been resumed by Maharana Jagat Singhji, and several years after this resumption, Maharana Ari Singhji, having excused the previous faults, granted the Jagir of Kaehhola to Raja Umed Singhji in the Sambat year 1822 (vide Documents Nos. 6, 7, and 8 in the Book of Doeumentary Evidence). This Jagir of Kaehhola was again resumed in the Sambat year 1874 (A.D. 1818) for the offence of the murder of the Rawatji of Amargarh. Five years after this resumption, the Pargana of Kaehhola was regranted to Raja Amar Singhji, but with a reduction of some of the villages, as the offence was a serious one. Therefore Pargana Kaehhola is still in the possession of the present Raja Dhiraj. Hence it was stated in para. 4 of the Kharita "that the Jagir (of Kaehhola) held by the Raja Dhiraj of Shahpura at present was originally granted to Raja Umed Singhji in A.D. 1765 by Maharana Ari Singhji (Appendix No. 1)." But the Raja Dhiraj says that Appendix No. 2 produced by him with his Representation is the original Sanad. This is, however, not true, for Kaehhola itself or any village appertaining thereto is not mentioned in the said Sanad (Appendix No. 2). It eannot therefore be the Sanad originally granted in respect of Kaclihola. The Document No. 1 appended with the Kharita (Document No. 6 in the Book of Documentary Evidence) is therefore the original Sanad in respect of the grant of Kaehhola.

The next allegation of the Raja Dhiraj that the Jagir now in his possession yields only an annual income of Rs. 35,000 is also untrue. The Appendix No. 18 of the Raja Dhiraj relating to 52 villages of Kachhola puts down the annual income thereof at fifty-eight thousand seven hundred rupees, and in addition thereto, Taluqa Bishnia and Paeholi, &c. (20 villages) which are in his possession are mentioned in the list of villages submit-

which it was regranted in Sambat 1878 and Sambat 1879 (A.D. 1822 and 23) ie., 75 years after the document referred to was drawn up. Consequently a document of Sambat 1822 (A.D. 1765) is neither one under which the grant was originaliy made, nor one under which the present portion of the hereditary estate is now held. (Paras. 15 and 16.)

V. In urging upon the same point the Darbar further refers to a state ment of the particulars of income and, so called, agreement to pay Chhatoond and render service said to be furnished by Raja Dhiraj Jagat Singhji in Sambat 1905 (A.D. 1848).

These are said to be written in a book of Mewar, on the part of the Kamdar, an abstract of which is marginally noted.

The contents on the first

We have commu-nicated from the entries the infor-mation regarding amount of revenue realized at present from Jagir villages. After ascertaining the area of Bhoom, Doli, and other lands particulars will be submitted before Pous Sudi 15. If we fail we will render service and pay Chhatoond on the amount fixed in the time of His High-ness the Malarana Sree Jagat Singhji.

instance show that the terms of service andChhatoond were entered simply as restrictions to force the Kamdar topresent in time

the informations required by the Darbar and that the writing was not a regular agreement for service and Chhatcond, as it is not signed either by the Raja Dhiraj or the then Kamdar. If it were a promise to pay Chhatoond and render service, it would further mean that neither of them was paid up to that time. But it was

and of the terms under 'ted by him to the Political Agent, Harouti, to have an annual income of about twenty thousand rupees. Thus upon his own allegation, his grant yields a total income of about seventy-eight thousand seven hundred rupees. Further, it has been ascertained by enquiry on the spot that there are now 115 villages in the possession of the Raja Dhiraj, as some more kheras (hamlets) have been established in the vicinity of the original villages. The income is nearly one lac and twenty thousand rupees.

- The allegation of the Raja Dhiraj in respect of Appendix No. 22 annexed to the Kharita (Document No. 89 in the Book of Documentary Evidence) is not true. The real facts are :--
- (1.) The service which the Jagirdars had to render with their quota of troops was reduced by half and in lieu thereof the Chhatoond money was fixed (vide Document No. 28), but they did not use to pay the Chhatoond money in proportion to the actual produce of their Jagirs. They were therefore required by the Sree Darbar to enter in an official Account Book the name of each village of the Jagir and its actual produce, and below these entries each Jagirdar was asked to indite an Agreement, which was tantamount to a declaration that if any misstatements were thereafter detected, he would be liable to punishment. The Agreements which were thus executed on behalf of the firstclass Feudatory Chiefs were signed by their Foujdars and Kamdars. The Agreement (Document No. 89) on behalf of Raja Dhiraj Jagat Singhji of Shahpura was executed by his Kamdars and Foujdars. This Agreement is written by Kamdar Gordhan Dass by order of Khanga Rotji (mother of the then Raja Dhiraj) and his uncles, Jorawar Singhji, Bhopal Singhji, and Goman Singhji, and others as mentioned therein. Gordhan Dass, it may be mentioned, was an important and trustworthy personage, inasmuch as when the Phulia Jagir was confiscated, he was the person who was deputed by Raja Dhiraj Madho Singhii as the representative of Shahpura to Mr. Martin, Nazim of Delhi, with a Kharita from His Highness the Maharana Sree Jawan Singhji, addressed to His Excellency (vide Document No. 33).
- (2.) It was and still is the practice in Mewar whereby the Feudatory Chiefs of the first class

evident that the cash payment had long before been settled and since paid from Sambat 1881 (A.D. 1825). Secondly, during the last 50 years the said writing has never been used in demanding either service or Chhatoond as mentioned therein, which would amount to much more than what is already paid. Consequently it cannot be an authority enforcing the Raja Dhiraj to act upon one of its terms for future after a lapse of such a long period as 50 years, during which it has never been used.

In connection with the estate in Mewar, all agreements as well as papers of little importance are as a rule written on the part of Raja Dhiraj in a regular form and bear endorsements with his own hand, even if he be a minor, as is even evident from the Darbar's Memorandum itself (Appendices Nos. 2, 4, 5, 7, 8, 10, 11, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 28, 29 and 30); and all communications on the part of the Kamdar to the address of either the Prime Minister or of the Darbar, Mewar, are always written in usual forms and constantly bear the signature of the Kamdar as shown by the said Appendices Nos. 32, 33, 35, and 36. But the writing referred to, is not in conformity with any of the said forms which are still in use, and bears neither the endorsement of the Raja Dhiraj nor the signature of the Kamdar. The writing is said to be signed by one Gordhan Dass, who was a clerk, and during his whole life has never had such powers. The records at the same time clearly show that the Raja Dhi-

address official letters to the Srce Darbar as proceeding from their Foujdars and Kamdars and these Chiefs never sign such letters with their own The Agreements are also executed by the Foujdars and Kamdars on behalf of their Chiefs; and Shahpura has followed the same practice even up to the present time (vide Documents Nos. 28, 176, 177 and 178). This Agreement (Document No. 89) under discussion does not bear the signature of Raja Dhiraj Jagat Singhji. It bears the signature of his Kamdar, Gordhan Dass, who wrote it by the order of Khanga Rotji, who was then in charge of the administration of the entire affairs of Shahpura. The present Raja Dhiraj is therefore estopped from alleging that the Agreement in question did not proceed from Raja Dhiraj Jagat Singhji and that he was not bound by it.

- (3.) The Raja Dhiraj alleges (para. 18 of the Memorandum)" that the terms of service and Chha toond were entered simply as restrictions to force the Kamdar to present in time the informations required by the Darbar." The language of the Agree ment in question refutes this allegation completely. It is to the effect that "after ascertaining the area of Bhoom, Doli, and other lands, particulars will be submitted before Pous Sud 15. If we fail, will render service and pay the Chhatoond in proportion to the amount fixed in the time of His Highness the Maharana Sree Jagat Singhji." This does not state that Shahpura was exempted from service and the Chhatoond from a previous time. On the contrary, it proves that Shahpura agreed to render service and pay the Chhatoond in proportion to the then actual produce of the Jagir, but as the Kamdars were not aware of the area of Bhoom, Doli, and other lands, they covenanted that they would submit the particulars of these lands before the date fixed and then they would pay the Chhatoond and render service in proportion to the actual produce of the entire Jagir thus ascertained; and that should they fail to give the requisite information they would continue to render service and pay the Chhatoond in proportion to the amount of actual produce fixed in the time of Maharana Sree Jagat Singhji.
- (4.) Ample evidence has been given to prove that up to the time of the present Raja Dhiraj the Chhatoond money has all along been paid and service rendered. The present Raja Dhiraj himself

raj, who was then a minor, had on this occasion proceeded to Udaipur for the ceremony of Investiture with sword and was therefore accompanied by all the principal officers of the chiefship as well as by his mother, who was then in charge of the Chief and of the administration; but the writing bears no signature of any one of them, although they were all present there on the date on which it seems to have been written.

Such an irregular, unformal, uncustomary and incomplete writing said to be written in a book, bearing no seal or signature of the Raja Dhiraj or of the then Kamdar or of any of the officers of the chiefship, all of whom were then at Udaipur, cannot be admissible, especially when it contradicts the explicit terms of several documents duly executed and accomplished in regular forms properly sealed, signed, and en-dorsed by the highest authorities and examined and admitted by the Darbar's Ministers more than once. (Paras. 17 to 20.)

VI. In order to show that service has hitherto been rendered by the Chiefs of Shahpura, a reference is made to the Kharita Memorandum Appendices Nos. 4, 5, 7, 8, 10, 11, 12, 17, 19, 20, 21, 24, 25, 28, and 29; but the contents themselves clearly prove the otherwise. None of them is a reply to the summons on the Dussera for service and most of them do not even bear any date of the month in which the festival of Dussera takes place. Nos. 4, 5, 16, 17, 19, 20, 21, 24, and 25 are replies to the Khas Ruqas from the Darstated that he had no objection to render service and pay the Chhatoond to the Sree Darbar (vide Document No. 208).

In order to show that service has hitherto been rendered and the Chhatoond was paid by the Chiefs of Shahpura like the other Feudatory Chiefs of Mewar, a reference was made in the Kharita (addressed to His Excellency) to its Memorandum (Appendices Nos. 4, 5, 7, 8, 10, 11, 12, 16, 17, 19, 20, 21, 24, 25, 28, and 29). But the present Raja Dhiraj alleges that the contents of the said documents "clearly prove the otherwise." "None of them is a reply to the summons on the Dussera for service," It was not stated in the Kharita that the said documents were replies to the summons on the Dussera for service. A reference was, however, made to Appendices Nos. 14, 15, 18, 32, 39, 40, 41, and 42 in order to show that the Sree Darbar has in its possession several petitions received from Shahpura in reply to the summons on the Dussera (vide para.

bar asking the Raja Dhiraj to supply some force in times of war and emergencies, while Nos. 28 and 29 are letters of the Raja Dhiraj asking the Darbar to grant sureties for some money borrowed by him from certain bankers of Udaipur by mortgaging some villages of his holding in Mewar and thus they have no connection with the point in question. Nos. 7, 8, 10, and 11 are also petitions from Raja Dhiraj ou different subjects containing some courteous and respectful phrases; while No. 12 is a petition said to be written on the part of all the Sardars, but is evidently signed by 10 or 12 persons only and it is in continuation of a Kaulnama which was incomplete and necessitated the drawing up of a fresh Kaulmanna, some time after, by General Sir S. P. Lawrence in the Sambat vear 1911 (A.D. 1855) as is evident from the Shahpura Representation (Appendix No. 30) being a Kharita from the said officer to the address of the Raja Dhiraj. Col. Tod has also given accounts of the various Kanhamas drafted at various times, but none of them could be completed and hence they were void.

Under these circumstances, the documents referred to do not prove at all that the Raja Dhiraj has ever rendered service or has attended the Darbar on Dussera. On the other hand they prove the custom of addressing the Raja Dhiraj under Khas Ruqas and of asking supply of some force in times of emergencies and war. (Paras. 21 and 22.)

6 of the Kharita). The Raja Dhiraj has intermingled the two different references to create confusion. It will be shown below that each of the Kharita Appendices Nos. 4, 5, 7, 8, 10, 11, 12, 16, 17, 19, 20, 21, 24, 25, 28 and 29 proves that according to the orders of the Sree Darbar service was rendered and the Chhatoond was paid by the Chiefs of Shahpura.

- (1) In Appendix No. 4 (Document No. 10 in the Book of Documentary Evidence) Raja Amar Singhji requests His Highness to help him by sending the State forces. He states therein: "Its your Highness's Khas Rnqa) contents are to the effect that your Highness will send forces soon and that I should not help the Jhalas either with money or with men. The order will be duly obeyed \* \* \* \* \* I here submissively obey all orders passed by your Highness." This shows that Raja Amar Singhji was subservient to the Sree Darbar and performed service.
- (2.) In No. 5 (Document No. 11 in the Book of Documentary Evidence) Raja Amar Singhji states "I tremble even at the sight of your Highness's servants \* \* \* As soon as I am disengaged I will at once wait on your Highness." It is evident that petitions like these can only be submitted by a subordinate Jagirdar.
- (3.) No. 7 (Document No. 19) proves that Kuar Madho Singhji, son of Raja Dhiraj Amar Singhji, attended on the Sree Darbar on the Dussera of the Sambat year 1882 (vide Document No. 19 with its note).
- (4.) No. 8 (Document No. 20) proves that Raja Dhiraj Amar Singhji attended on the Sree Darbar in the Sambat year 1882. When he returned to Shahpura, he submitted this petition stating: "I am longing day and night to wait on your Highness" (vid- Document No. 20 with its note).
- (6.) No. 11 (Document No. 25) is a petition submitted by Raja Dhiraj Madho Singhiji, who, having

started from Shahpura, fell ill on the way and being for this reason unable to attend, submitted this petition for leave of absence. He states in it: "I will wait on your Highness as soon as I am restored to health \* \* \* \* I am longing day and night to wait on your Highness." This proves that with regard to the Sree Darbar, he stood in the position of a Feudatory Chief.

No. 12 (Document No. 28) is an Agreement submitted by Raja Dhiraj Madho Singhji along with the other Feudatory Chiefs binding himself to act according to the provisions of Col. Tod's Kaulnama of the Sambat year 1874. With regard to this Agreement, the present Raja Dhiraj alleges that it was signed by ten or twelve Sardars only. lt is a rule that the Sardars, who happen to be present at Udaipur at the time, sign the Agreement, but the said Agreement is binding on all. From a perusal of the heading of Col. Tod's Kaulnama of Sambat 1874, which is "Sidh Sree Maharaja Dhiraj Maharana Bhim Singhji to all the nobles, my brothers, and kin, Rajas, Jhalas, Chowhans, Chandawats, Powars, Patels, Sarung Deots, Saktawats, Rathors, Ranawats, &c.," it will be seen that it is binding on all the Chiefs of Mewar, though it is not signed by all. When the leader of the clan has signed the Agreement, it is understood to be binding on all others of the same By the word "Rajas" the Shahpura and the Banera Rajas were meant, there being only those two Rajas under Mewar (vide Col. Tod's Annals of Rajasthan, Vol. I, p. 209).

The present Raja Dhiraj's allegation in respect of this Agreement that "it is in continuation of the Kaulnama, which was incomplete and necessited the drawing up of a fresh Kaulnama by General Lawrence in the Sambat year 1911, &c.," and "Col. Tod has also given accounts of various Kaulnamas drafted at various times, but none of them could be completed and hence they were void" is incorrect. Tod's Kaulnama of the Sambat year 1874 was not incomplete. Cobbe's Kaulnama and Major Robinson's Capt. Kaulnama which were subsequently prepared did not supersede Tod's Kaulnama, rather they ratified and enlarged it. General Lawrence's Kaulnama was also in support of it; but, as it was injurious to the privileges of the State on certain points, it was quashed by the Government (ride p. 18, lines 1 to 4, Aitchison's Treaties, Vol. III).

The Appendix No. 30 of the Representation referred to by the Raja Dhiraj, as having been given by General Lawrence, was cancelled by General Lawrence himself (see Documents Nos. 109 and 110 with note). Previous to Col. Tod's Kaulnama no Kaulnama was ever framed for Mewar. How could then Col. Tod write about various Kaulnamas being drafted?

- (8.) No. 16 (Document No. 71) proves that in accordance with the order of the Sree Darbar, Raja Dhiraj Madho Singhji sent his quota of troops for service beyond Mewar.
- (9.) No. 17 (Document No. 73) proves that in accordance with the order of the Srcc Darbar, Raja Dhiraj Madho Singhji kept eriminals under imprisonment.
- (10.) In No. 19 (Document No. 75) Raja Dhiraj Madho Singhji states: "As I intend to pay homage to your Highness on the Dussera, my force will therefore come with me. I have, however, despatched a force equal to that sent by the Sardars of my class. \* \* Our worth depends upon our service." This amply proves that Raja Dhiraj Madho Singhji always rendered service to the Sree Darbar according to its orders and that he always understood that his worth depended upon his rendering service to the Sree Darbar.
- (11.) In No. 20 (Doenment No. 84) Raja Dhiraj Jagat Singhji requested His Highness to exense him at that time, as his relatives with his quota of troops rendered service continuously from the month of Magh to the month of Bhadwa (for eight months). He added therein: "It is my carnest desire to perform some such service as would meet with your Highness's approval." It is thus clear that Raja Dhiraj Jagat Singhji also thought that the rendering of service to the Srce Darbar was the sole aim of his life.
- (12.) No. 21 (Document No. 86) proves that Raja Dhiraj Jagat Singhji sent twenty-five horsemen to escort a Darbar official from Jaipur.
- (13.) In No. 24 (Document No. 111) Raja Dhiraj Lachman Singhji states: "I request your Highness's pardon; but if it be your Highness's pleasure that I must send it, I would at once send it (quota of troops) on receiving the order. Sreeji is my master and my God. The existence of this estate depends upon your Highness's support." It proves that Raja Dhiraj Lachman Singhji invariably obeyed the orders of the Darbar.

- (14.) No. 25 (Document No. 119) proves that in accordance with the order of the Sree Darbar, Raja Dhiraj Lachman Singhji sent his quota of troops (vide note on No. 119).
- Nos. 28 and 29 (Documents Nos. 128 and 129) are petitions from Raja Dhiraj Lachman Singhji asking His Highness for grant of letters of assurance to his creditors, to whom he mortgaged some villages of his Jagir. It cannot now be said that these two documents have no connection whatever "with the point in question." In both these documents and in Kharita Appendix No. 23 (Document No. 90 in the Book of Documentary Evidence) the Raja has expressly stated that the money was borrowed for the payment of the Chhatoond and 'the This then proves that Shahpura had to pay the Chhatoond and it is up to this day paid to the Sree Darbar. It would not be out of place to state here that in Mewar the Feudatory Chiefs cannot mortgage the villages of their Jagirs without the sanction of the Sree Darbar. In fact, no one advances money to a Feudatory Chief in the absence of a letter of assurance from the Sree Darbar. he does so, he does it at his own risk (vide note on Document No. 90).

The Raja Dhiraj alleges that the Kharita Appendices Nos. 4, 5, 16, 17, 19, 20, 21, 24, and 25 are replies to the Khas Ruqas from the Sree Darbar asking the Raja Dhiraj to supply some force in times of war and emergencies and that they prove the custom of the Raja Dhiraj being addressed by Khas Ruqas only. But it rests altogether on the Sree Darbar's pleasure to address his Chiefs by Khas Ruqas or Parwanas. The Feudatory Chief is bound to obey implicitly all orders conveyed either by Khas Ruqas or Parwanas. The numbers referred to above do most clearly prove that the Chiefs of Shahpura have obeyed the orders of the Sree Darbar.

The Raja Dhiraj further alleges that the Kharita Appendices Nos. 7, 8,10, and 11 are petitions from Raja Dhiraj on different subjects containing some courteous and respectful phrases. On perusal of these petitions, which have been referred to in paras. 3, 4, and 6 above, it would be apparent that they distinctly prove that the Chiefs of Shahpura rendered service to the Sree Darbar.

VII. Regarding the second point a reference is given to the Kharita Memorandum (Appendices Nos. 14, 15, 18 and 32 and to Nos. 39, 40, 41 and 42) to prove that petitions of excuses have ever been received in reply to parwanas whenever the Raja Dhiraj has failed to attend the Darbar on Dussera for service. But the said references too do not corroborate the above statement as given below:—

The first four papers are of no importance, for they bear dates further than 50 years back. Of these Nos. 14 and 15 are petitions from Raja Dhiraj showing that on receipt of the parwana, some objections were likely raised by the Raja Dhiraj and communicated verbally through his Vakil to the Darbar and that the Raja Dhiraj did not attend the call. No. 18 is a petition intimating his preparations to attend the Darbar on Dussera and No. 32 is a petition from Thakur Bhopal Singhiji of Arwar and the contents show that it was a private paper. Hence none of the papers can be said to be a petition of excuse.

The next four papers, Nos. 39, 40, 41 and 42, show the correspondence which took place in 1873 regarding the Raja Dhiraj's visit to Udaipur on Dus-sera. The last of these, as well as other records, eleurly show that by this time a number of boundary disputes between the villages of the Raja Dhiraj and those of the Sardars of Mewar were pending in the Mahkma Khas of the Darbar and the Darbar tried to have them amicably settled by the parties concerned. As the Surdays were customarily expected to come on Dussera, it

VII. The present Raja Dhiraj alleges that Appendices Nos. 14, 15, 18, and 32, and 39, 40, 41, and 42, referred to in the Kharita, do not corroborate the statement that petitions of excuses have ever been received in reply to the parwana whenever the Raja Dhiraj has failed to attend the Darbar on the Dussera for service. Now, it will be shown below that the statement made in the Kharita is perfectly true and the Raja Dhiraj has ignored the express terms of the documents referred to.

- In No. 14, dated Asoj Sud 1, Sambat (1.) 1899 Document No. 66 in the Book of Documentary Evidence) the Raja Dhiraj alleges: "I have received Sreeji's parwana, which I have placed The command is that I should on my forehead. attend on the Dussera. Pancholi Dev Baksh will respectfully submit the facts to your Highness in connection with it," &c. This petition is expressly in reply to the Dussera parwana. Raja Dhiraj Madho Singhji went to Delhi in that year with a Kharita of recommendation from His Highness addressed to His Excellency as his Phulia Jagir had then been confiscated by the Government (vide Document No. 67). He was therefore unable to attend personally at Udaipur and consequently sent Pancholi Dev Baksh to request His Highness to excuse his absence.
- (2.) In No. 15, dated Asoj Vid 10, Sambat 1900 (Document No. 70 in the Bock of Documentary Evidence), Raja Dhiraj Madho Singhji states: "I have been favoured with your Highness's parwana regarding the Dussera and I have placed it on my forehead. I have been ordered attend and in accordance with the I was preparing to start, but in the meanwhile I received a letter from my Vakil at Ajmere stating that the Agent to the Governor-General was going to start. That was the reason why I respectfully sent word. Your Highness favoured me with a Ruqa granting me leave and it was just the thing that I wanted. I have received it thankfully. As to the order for sending forces to Jahazpur, they will be duly despatched when they are wanted there. I am longing day and night to wait on your Highness." It is clear that it cannot be any thing else but a reply to the Dussera parwana submitting prayer for leave.
  - (3. In No. 18, dated Asoj Vid 9, Sambat 1901 (Document No. 74 in the Book of Docu-

was considered to be the most convenient occasion and the Raja Dhiraj was therefore summoned under letters from the Mahkma Khas and verbal negotiations through the Vakil. The correspondence further shows that the Raja Dhiraj asked four months' grace, but the Darbar allowed him a month's only, evidently for the reason that the Sardars do not usually stay there longer.

The annexed list of visits paid anyhow by the Raja Dhiraj during the last hundred years, clearly proves that it was only on four occasions that Raja Dhiraj proceeded on or about Dussera after irregular and inconsiderable intervals which, together with the reasons assigned to the visits, clearly prove that they were not paid for the performance of service. The Memorandum further shows that there is not a single petition of excuse for any of the remaining 46 years in the last half century when he did not proceed on Dussera. Nos. 14 and 15, which bear dates further than 50 years and show that on verbal negotiations the calls were not attended to, can in no way be the authority for enforcing the Raja Dhiraj to send a written petition of excuse every year, in case when there is none within a period of more than 50 vears. (Paras. 23 to 26.)

mentary Evidence), Raja Dhiraj Madho Singhji states: "I have received your Highness's parwana, which I have placed on my forehead. It is an order summoning me there on the Dussera festival. accordance with it I am going to attend." With regard to this petition, the Raja Dhiraj alleges that it is a "perition intimating preparations to attend the Darbar on the Dussera." This is certainly a petition in reply to the Dussera parwana intimating that Raja Dhiraj Madho Singhji was making preparations to attend on the Darbar and accordingly he did attend on the Dussera (ride Document No. 76). If a Chief submits a petition before his arrival, he would no doubt write about his preparations. The Raja Dhiraj has ignored the subsequent event of Madho Singhji's attendance.

The three petitions mentioned above (submitted in the consecutive years, Sambat 1899, 1900, and 1901) amply prove that the Chiefs of Shahpura are bound to submit petitions in reply to Dussera parwanas and to obtain leave if unable to attend like the other Feudatory Chiefs.

(4.) In No. 32 (Document No. 149 in the Book of Documentary Evidence), dated Migsar Vid 14, Sambat 1921, Bhopal Singhji, the Foujdar of Shahpura, has stated: "Sree Maharaj (Raja Dhiraj) went to Ajmere on account of some business \* \* For this reason he could not go there (Udaipur, on the Dussera festival. Your Highness will be pleased to excuse the fault." With regard to this petition the present Raja Dhiraj says that it is a private paper and it cannot therefore be a petition of excuse. Now, this petition was submitted by Bhopal Singhji, uncle (father's brother) of the Raja Dhiraj and he was then the Foujdar and representative of Shahpura, as is apparent from the letters of Raja Dhiraj Lachman Singhji addressed to the Political Agent, Mewar (vide Documents Nos. 145, 147, and 148). The present Raja Dhiraj has stated in his Representation (line 19, p. 6) that Bhopal Singhji was deputed to the Political Agent, Mewar, for discussion of some points. Therefore this petition is not a private but an official paper.

The above-mentioned four petitions, the Raja Dhiraj alleges, "are of no importance, for they bear dates further than fifty years back." It has not been shown why they are not important. It is surprising that while the Raja Dhiraj himself produces papers bearing dates further than seventy years back—

papers which have never been acted upon and in corroboration of which there exist not a single document of later date—he impugns the genuine documents which bear dates only further than fifty years back and which were all along acted upon and in support of which there exist numerous documents and even petitions from the Raja Dhiraj.

(5.) Nos. 39, 40, 41, and 42 (Documents Nos. 188, 189, 193, and 194 in the Book of Documentary Evidence) relate to the attendance of the present Raja Dhiraj in the Sambat year 1930 iu compliance with the Dussera parwana. The facts are:—In the Sambat year 1930, the Dussera parwana was sent to the Raja Dhiraj of Shahpura for attendance with quota of troops at Udaipur as to the other Feudatory Chiefs of Mewar (vide line 1, Document No. 193). The Raja Dhiraj then submitted a petition asking for leave on account of his illness (Document No. 188) and the Foundars and Kumdars (Shahpura officials) also submitted an official application on the same subject (vide Document No. 189). But the Sree Darbar rejected the application for leave and passed an order for attending within a month. Afterwards upon instructions being given by the Political Agents. Mewar and Harouti (vide Documents Nos. 193, 194, and 195) the Raja Dhiraj attended and remained in service for a period of three months and twelve days.

On perusal of the Documents Nos. 188 to 196, it will be seen that there were not pending any boundary disputes in the Mahkma Khas as alleged by the Raja Dhiraj and that the Sree Darbar never desired to have the disputes about boundary amicably settled by the parties concerned (vide note on Document No. 188). Besides, regarding this very Sambat year 1930, the Raja Dhiraj alleges in his Representation (p. 8, lines 22 to 26): "During the minority of the present Chief, the Darbar again urged his presence once in three years. The matter. was therefore referred to the Political Agent, Harouti, in the Sambat year 1930, when the Manager was instructed to go and try for amicable settlement" (vide allegation No. XXXII Replies to the Representation, Part I). The Raja Dhiraj has himself made two contradictory statements about the same event; for, in his Memorandum, he says that the boundary disputes were then pending, while in his Representation he says that the question of service was moved and an effort was made for its amicable settlement.

VIII. Regarding the 3rd point Appendices Nos. 9, 23, 26, 27, 33, 34, 35, and 36 are said to be the papers in proof of the argument that Raja Dhiraj has always been treated like other Jagirdars in all matters. the contents of the papers, referred to, do not prove the thing at all. show that some parts of the estate were attached in order to realize some amounts of money lent to the Raja Dhiraj as loan by some bankers of Udaipur under suretics from the Darbar. It can in no way impair the special

rights and privileges

which have ever been

enjoyed by the Raja Dhiraj under special Sanads and usage in

existence.

The exemption from Investiture fee and all other demands, as pro-vided under Sanads, the formalities observed by the Darbar in conversations and writings, the reception, the return visit, the entertainment Saropa ceremonies on occasions of visits, the grant of Balana elephant and horses and above all the special circumstances of the Chief on account of obligations due to the Supreme Government with regard to the Imperial grant are not insufficient reason to prove the distinction between the Raja Dhiraj and the Jagirdars of Mewar. (Paras 27 and 28.)

The Raja Dhiraj alleges: "It was only on four occasions that the Raja Dhiraj proceeded on or about the Dussera \* \* \* and that they (the visits) were not paid for performance of service." This allegation has been shown to be incorrect in reply to the allegation No. XXVIII of the Representation (ride No. XXVIII Replies to the Representation, Part I).

VIII. In order to prove that in cases of delinquencies, punishments in the form of fines, dhonses, attachments, and confiscations of the Jagir have always been meted out to Shahpura as to the other Feudatory Chiefs of Mewar, a reference was made in the Kharita to its Appendices Nos. 9, 23, 26, 27, 33, 34, 35, 36 and 37 (Documents Nos. 21, 90, 123, 125, 155, 165, 170, 176, and 177 respectively in the Book of Documentary Evidence). But the Raja Dhiraj alleges: "The contents of the papers referred to, do not prove the thing at all." A mere perusal of these documents with their notes will show that the statement made in the Kharita is true and that Shahpura has always submitted to the punishments inflicted by the Sree Darbar in cases of defaults, &c.

In order to prove the distinction between the Raja Dhiraj himself and the other Jagirdars of Mewar, the present Raja Dhiraj refers to the five following points:—

- (1.) The exemption from Investiture fee and all other demands as provided under Sanads.
- (2.) The formalities observed by the Sree Darbar in conversations and writings.
- (3.) The reception and return visit and entertainment.
- (4.) The "Saropa" ceremonies on occasions of visits, the grant of Balana elephants and horses.
- (5.) The special circumstances of the Chief on account of the obligations due to the Supreme Government with regard to the Imperial grant.

With regard to the 1st point:—Investiture fee (Talwar Bandhi) has invariably been levied from him. From Raja Dhiraj Jagat Singhji Rs. 23,000 was taken (vide Document No. 90) and Gadi Nashini Nazrana (adoption fee) and Haria-ki-sawari Nazrana (fee on the occasion of the Installation of the Sree Darbar) and Nazrana on the occasion of the consecration of temple and the Chhatoond money with the usual cesses connected with it have always been levied from Shahpura (vide Documents Nos. 90, 107, 174, 178, 181, and 202).

With regard to the 2nd puint:-There is no distinction whatever between the Raja Dhiraj and the other first-class Feudatory Chiefs of Mewar as regards the formalities observed by the Srce Darbar in conversations and writings. It may be mentioned that the Sree Darbar issues orders through Khas Rugas and Parwanas to the Chiefs of Shahpura just as to the other Sardars and orders directed to the Shahpura Fouzdars and Kamdars are couched in the same terms as those that are addressed to the other first-class Feudatory Chicfs. In the petitions sent to the Sree Darbar by the Raja Dhiraj, the Raja Dhiraj addresses the Sree Darbar as his "Master" and "lord" and as "like God to me" and styles himself as "servant" and chhoru"; in the petitions he always endorses with his own hand, "The chhoru tenders his mujro (respects) to Sreeji's lotus-like feet" (vide Documents Nos. 10, 11, and 164). The same style is observed by and with regard to the other first-class Feudatory Chicfs.

regard to the 3rd point :- Different honours and privileges have been bestowed by the Sree Darbar on the several Chiefs of Mewar. number of such Chiefs rank higher than the Raja Dhiraj of Shahpura. For example, the Raja Dhiraj is allowed Dari Khana-ka Bira (betel at the time of departure from Darbar) after prior distribution thereof to forty-two other Chiefs. that is, his turn of receiving it comes as "fortythird" in number (vide Document No. 102, para. 4). The bestowal of higher and greater honours and distinctions depends upon the pleasure of the Sree Darbar. The Jagirdar can, in no way, claim exemption from service on account of the higher honours and distinctions being bestowed on him-The present Raja Dhiraj has himself in his petition stated: "If it pleases our lord to abolish the privileges conferred by him, we cannot do anything but lay our case before His Highness" (vide Document No. 198). The ceremonies observed on the occasions of reception and return visits prove that the Raja Dhiraj is a subordinate and not an independent Chief (vide Document No. 102, paras. 2 and 3).

With regard to the 4th point:—The Balana elephant and horses are also allowed to the other Feudatory Chiefs. The Raja Dhiraj is not singular in obtaining them. It depends on the pleasure of the Sree Darbar to allow them. The Balana elephant and the Balana horses and Saropa (robes of honour).

are obtained only by subordinate Chiefs. There exist petitions on this subject from the present Raja Dhiraj about the same (vide Documents Nos. 182 and 198).

With regard to the 5th point:—On account of the Raja Dhiraj's holding the Phulia Jagir, he cannot claim a rank higher than the rank of the other Feudatory Chiefs of Mewar so far as the Shahpura Jagir in Mewar is concerned. The two grants, Phulia and Kachhola, are two distinct things, each having separate duties and privileges attached to it. The Political Officers have always entertained the same view; and whenever Shahpura raised objections, they always directed it to obey the orders of the Sree Darbar (vide Documents Nos. 213 and 219, explanatory note on Document No. 31 and Reply No. XXXVII to the Representation, Part I).

The reason why the appendices produced by the Raja Dhiraj with his Representation were not refuted in the Kharita addressed to His Excellency has been given above in reply to the allegation No. I, p. 1. In the Replies to the allegations of the Representation, Part I, all the above-mentioned documents have been refuted and proved to be what they are, "especially those which clearly contain that the Raja Dhiraj shall not be called to render service as long as the remaining villages of his estate are not restored to him" have been fully refuted and proved to be altogether null and void (vide reply to the allegation No. XVIII of the Representation, Part I). The allegation that the question of service was opened on several occasions "as affecting indirectly the administration of the British Pargana of Phulia" is not correct has been shown fully in the Reply No. XXXVII to the Representation, Part I. On perusal thereof and the various documents, it will be clear that the Sree Darbar is not making unreasonable and fresh demands from the Raja Dhiraj (vide Reply to the allegation No. XXXVII of the Representation, Part I).

X. The statement B produced by the Raja Dhiraj is not correct. His object in producing such an incorrect statement is to reduce the number of actual attendances of the Chiefs of Shahpura at Udaipur for service and to explain away by some pretext or other

IX. Moreover, it is to be considered that there is nothing in the Kharita and the Memorandum to contradict any of the documents appended to the Representation, cspecially those which clearly contain that Raja Dhiraj shall not be called to render service as long as the remaining villages of his estate are not restored to him. It is also to be added that the very same question of service opened on several occasions, and replied by the said documents is a source of stant irritation and affects indirectly the administration of the British Pargana Phulia. It musthave an end by the authoritative decision from the Supreme Government of India, so that the Raja Dhiraj may reach justice and save himself from the unlimited and unreasonable demands of the Darbar. (Para. 29.)

X. The annexed statement marked B clearly proves that there were altogether 23 visits paid by the Raja Dhirajes during the last period of about a

hundred years. Of these six were the condolence visits paid soon after the deaths of Their Highnesses the Maharanas; five were the ceremonial visits for the Raja Dhirajes' Investiture with sword after their successions; four were the special visits paid in compliance with the Darbar's Khas Ruqas; and eight were the visits paid for the settlement of pending questions. (Para. 30.)

XI. It is also evident that owing to the want of rulings, the Darbar has gradually been promoting his demands, so much so that he now wishes to force the Raja Dhiraj to attend the Darbar every third year, as proposed by him in 1895, and of course there can be no peace if there is to be no limit to the demands. Hence it is requested that some rulings might be made for the said occasional visits necording to the old usage which, together with the documents, prove the merits of the case to be as follows:-

- 1. That the ceremonial visits for condolence and Investiture with sword have unexceptionally been performed and should therefore be continued whenever the said occasions may happen to come.
- 2. That the parwanas of the Dussera may either be stopped or no reply or action might be expected.
- 3. That although the Raja Dhiraj is not under obligation for service like Jagirdars, but to acknowledge the supremacy of the Darbar, some interval might be fixed for his paying visits according to the average which may be derived from usage, shown by the list, excluding the ceremonial visits and those

the causes of those attendances which he was obliged to admit. A list of full attendances is given in statement marked B annexed herewith.

The Sree Darbar is making no fresh or arbitrary demands from the Chief of Shahpura as is alleged by him. He demands the same rights and privileges which Shahpura has always acknow. ledged to be under. It may be recapitulated that in the Sambat year 1874 (A.D. 1818) Col. Tod framed a Kaulnama (vide Document No. 14 in which were distinctly defined the respective rights and duties of the Sree Darbar and its Fendatory Chiefs. This Kauluama was ratified by Raje Dhiraj Madho Singhji in the Sambat year 1887 (A.D. 1830) (vide Document No. 28). Now these very rights were claimed by the Sree Darbar in the Sambat year 1918 (A.D. 1862 when the Poltical Agent, Mewar, investigated the objections put forward by the then Raja Dhiraj (vide Doeument No. 136). Again in the Sambat year 1926 (A.D. 1869) a memorandum containing precisely the same rights and privileges was sent by the Sree Darbar to the Political Agent, Mewar (vide Doenment No. 160). Then again in the Sambat year 1928 (A.D. 1872) when enquiries were made by the Political Agent, Mewar, regarding the history of the Shahpura family and its relation to the Sree Darbar and the extent of the Darbar's authority over it, the Sree Darbar sent a memorandum (vide Document No. 185) in which it claimed the same rights and privileges as are mentioned in the above-mentioned documents. The Sree Darbar now claims from the present Raja Dhiraj the same attendance on the Dussera and the attendance for three months besides (chowki), with his quota of troops as has always been done by his ancestors and by the present Raja Dhiraj himself, though he has of late raised imaginary objections in order to be relieved from service, the rendering of which had always been considered an honour by his ancestors.

paid in compliance with the Khas Ruqas, that is, once in twelve years. (Para. 31)

In A.D 1895 no proposal was made by the Sree Darbar "to force the Raja Dhiraj to attend the Darbar every third year." The Raja Dhiraj has cited no authority for his mere assertion.

The documents given in the Book of Documentary Evidence clearly prove that the Jagir of Shahpura was granted on condition of rendering service to the Sree Darbar according to its orders; that the Chiefs of Shahpura have all along been rendering service and paying the Chhatoond according to the orders of the Sree Darbar like the other Feudatory Chiefs of Mewar; that they have always implicitly obeyed the orders of the Sree Darbar whether conveyed through Parwanas or Khas Ruqas, and that the Chiefs of Shahpura have always been subordinate just like the other Feudatory Chiefs of Mewar.

The Raja Dhiraj has here, abandoning the extreme position of rendering no service at all assumed by him in his Representation, alleged that ", although the Raja Dhiraj is not under obligation for service like Jagirdars, but to acknowledge the supremacy of the Darbar) some interval might be fixed for his visits according to the average which derived from usage." If "the Raja not under obligation for service," Dhiraj is why is he willing to pay a visit at all after an may be derived from " which average number of visits?" It is not difficult to understand why the Raja Dhiraj has abandoned the extreme position assumed by him originally. He knows full well that his Jagir has been granted for service and that the Jagir in Mewar can only be retained by him as long as he renders service and pays the Chhatoond according to the orders of the Sree Darbar and so the Political Officers have given him distinctly to understand from time to time. His object therefore in putting forth the plea of "average" is to have his liability lessened, but it must be urged that the number of visits cannot have anything to do with the question of liability to attend.

From the earliest times attendance in the year for a month on the Dussera and for three months besides as well as a day's guard in a week and service at home or abroad according to command has been the rule. That rule has been embodied in the Charter and made into the law of the State in Col. Tod's time and ratified subsequently by all the British officers who had to frame Kaulmans. If the rule has not been enforced every

year for some reason or other, the liability of the Chiefs to follow it cannot thereby be lessened. depends absolutely on the pleasure of the suzerain to order attendance accordingly. The right to enforce it at any time is a privilege of the suzerain and the liability follows the holding. as the Chief enjoys the grant from the State, he must fulfil his duties whenever called upon to do so. He cannot object to that as his holding isliable to be attached or confiscated by the Sree Darbar, and such punishments have often been inflicted on the Shahpura Chiefs. It would be introducing a new idea altogether-an idea opposed to all notions of the rights of the suzerain against his feudal Chiefs-to strike a credit and debit account of attendance of the Feudatory Chiefs and to diminish the liability proportionately. It would be teaching the suzerain never to excuse the non-attendance of his Chiefs in order to prevent objections being raised at any future time.

It would amount to punishing the largehearted. ness and the liberal-mindedness of the Mewar Darbar. The Sree Darbar or its officers could never have contemplated the facility which the subordinate Jagirdars shall by reason of their absence being overlooked or excused, obtain for assuming an independent position that does not belong to them; or else nothing could have been easier for them than to compel strict adherence to the rules of attendance by their Jagirs being forthwith resumed. As the liability to render service is always attached to all Jagirs, non-attendance cannot diminish it at all; more particularly in the case of Shahpura, whose very agreement of Sambat 1822 (A.D. 1765) makes the Chief liable to carry out all orders for service, whenever made, or else the whole patta is to be resumed by the Sree Darbar (vide Documents Nos. 7 and 8).

The Raja Dhiraj has sometimes failed to attend by reason of his debts or of his illness or of any other unforeseen circumstances for which he was obliged to apply for leave and in cases when leave was not sanctioned he had to attend. The attendances of the Raja Dhirajes of Shahpura are not, at regular intervals, confined to their own pleasure, as the annexed statement marked B will show. The attendances of the Raja Dhirajes of Shahpura will be found more numerous than the number thereof admitted by the present Raja Dhiraj.

# STATEMENT A.

("Showing particulars of documents and the nature and details of estates held in Mewar by the Chiefs of Shahpura since after the frundation of Shahpura") produceed by the Raja Dhiraj of Shahpura with his Memorandum and remarks in refutation thereof.

Sambat year 1879 (A.D. Restoration of the grant demands as long as the roof the estates are not Bishnia and Agoocha.  Sambat year 1879 (A.D. Restoration of Bishnia on service at Jahazpur Agoocha on a promise case when the Raja Differ service.  (Commutation of Jahazpur 1825).	tents.  without service restored including portions restored including and retention of local and retention of	pher of villages in grana of Bad- re and Borewah,	ni e9g -zada(	ui	-fi			
Sambat year 1878 (A.D. R 1822). Sambat year 1879 (A.D. F 1823).	, t	<u>.</u>	leliv to 19d Liornegrafic	ber of villages.	l number of v	Estimated income.	псоте,	Remarks in refutation of the Statement A.
Sambat year 1878 (A.D. B 1822). Sambat year 1879 (A.D. F 1823). Sam'at year 1881 (A. D. (1825).			I .					XVI.
Sambat year 1879 (A.D. 1823).  Sambat year 1881 (A. D. 1825).			:		52	29,000	Now held in posession	For refutation vide Replies to the Representation, Part I, No. XVII and Reply to the Memorandum, Part II, No. II.
<del> </del>	oration in	:	:	;	14	,	Do.	For refutation vide Replies to the Representation, Part I, Nos. XVIII, XIX and XXIII and Reply to the Memorndum, Part II, 'No. II.
	service for a	:	:	:	•		In force.	For refutation wide Replies to the Representation, Part I, No. XX.
26 Sambat year 1882 (A. D. Especial grant of a village.		:	:	+4	1	:	Now held in	For refutation vide Replies to the Representation Part I No. XXI.
<u>₩</u>	ence to the te Motamid na and pro-three privation from	:	÷	:	:			For refutation vide Replies to the Representation, Part I, No. XXV and vide Replies to the Memorandum, Part II, No. II.
service, Chiatoond and Investiture fee.	titure fee.							Por the Ro

### STATEMENT B.

Showing the attendances of the Chiefs of Shahpura from the Sambat year 1880 (A.D. 1824) in which the present Raja Dhiraj alleges that Shahpura has been exempted from the performance of service and the payment of the Chhatoond.

Number.	Sambat year.	Attendance of the Shahpura Chief.	Allegation in connection with it of the present Raja Dhiraj as put forth in Appendix B annexed with his Memorandum submitted by him to the Agent to the Governor-General with his Kharita, dated the 27th May 1898.	Refutation of the allegation (column 4) and remarks.
1	Sambat 1880-81 (A.D. 1824).	Raja Dhiraj Amar Singhji attended at Udaipur on Chait Sud 8, Sambat 1880, to render service to the Sree Darbar and remained up to Sawan Sud 10, Sambat 1881, i.e., for four months and twelve days, and departed for Shahpura on leave being granted by the Sree Darbar (vide Document No. 17).	Chait Sud 1, Sambat year 1880 (A.D. 1824). Raja Dhiraj was summoned under a Khas Ruqa (Appendix No. 22) to see General Ochterlony containing that he should withdraw his quota from Jahazpur, for he is to serve in one place only. Consequently he proceeded and had the Jahazpur service commuted for a cash payment, which is since then paid up to date after certain deductions allowed by the Darbar for compensation of a village and a piece of land taken by the Darbar (vide No. 3, Appendix B).	After the resumption of the Shahpura Jagir in 1874 (A.D. 1818) for the offence of murder committed by Raja Amar Singhji (vide Documents Nos. 12 and 13), the Jagir was granted by the Sree Darbar about Sambat year 1880 (A.D. 1824) (vide Document No. 16A). In the Sambat year 1880, after the said grant Raja Amar Singhji attended at Udaipur to render service to the Sree Darbar just like other Feudatory Chiefs and departed for Shahpura in Sambat year 1881. After that date till his death in Sambat year 1884, he invariably attended on the Sree Darbar to render service. In support of which there exist petitions submitted by Raja Dhiraj Amar Singhji and his son, Kumar Madho Singhji (vide Documents Nos. 19, 20 and 24). The Appendix referred to here by the Raja Dhiraj is so incomplete and informal, that it does not contain the Sambat year whereby its exact date might be known. This paper too does not make any mention of the exemption from service; it does, on the contrary, prove that Raja Amar Singhji was liable to perform service.
2	Sambat 1882 (A.D. 1825) Dussera.	Kumar Madho Singhji, son of Raja Dhiraj Amar Singhji, attended at Udai pur to render service to the Sree Darbar on the Dussera (vide Document No. 19).		This attendance has not been mentioned by the present Raja Dhiraj, but this can be proved by the petition submitted by Kumar Madho Singhji at that time (vide Doeument No. 19 with its note).

			<del></del>	
Number.	Sambat year.	Attendance of the Shahpura Chief.	Allegation in connection with it of the present Raja Dhiraj as put forth in Appendix B annexed with his Memorandum submitted by him to the Agent to the Governor-General with his Kharita, dated the 27th May 1898.	Refutation of the allegation (column 4) and remarks.
3	Sambat 1882 (A.D. 1826).	Raja Dhiraj Amar Singhji at- tended at Udaipur to render service to the Sree Darbar ( <i>vide</i> Document No. 20).		This attendance has also been suppressed by the present Raja Dhiraj. To prove this, a mere reference to the petition submitted by Raja Dhiraj Amar Singhji will suffice (vide Document No. 20 with its note).
. 4	Sambat 1884 (A.D. 1827) Dussera.	Raja Dhiraj Amar Singhji presented himself at Udaipur to ren- der service to the Sree Darbar on Sawan Sud 9. He died at Udapur on the Dussera day (vide Docu- ments Nos. 22 and 23).	Sawan Sud 6 (A.D. 1827).  Raja Dhiraj was summoned under special negotiations for the restoration of the remaining portion of his estate, but he died at Udaipur and his successor being a minor could not receive possession of the said portion (vide No. 4, Appendix B).	authority for his assertion. Besides, the petition submitted by Raja Dhiraj Madho Singhji on the demise of his father, clearly proves that the attendances
5	Sambat 1885 (A.D. 1829).	1885, to render	Fagan Sud 2, Sambat 1885 (A.D. 1829). Raja Dhiraj Madho Singhji proceeded to receive his sword as well as to pay a condolence visit to His Highness Maharana Jawan Singhji, who succeeded to the Gadi in the month of Chait (April 1829) (vide No. 5, Appendix B).	Dhiraj Madho Singhji, a month before this attendance, clearly refutes the assertion made by the Raja Dhiraj (vide Document No. 25). In the netition sub-
6	(A.D. 1832).	Raja Dhiraj Madho Singhji attended at Nahar- mangra on Magh Sud 1, 1888, to render service to the Sree Darbar (vide Document No. 35).		In the Sambat years 1886 and 1887 the Raja Dhiraj could not attend at Udaipur as his Jagir of Phulia was confiscated by the British Government on account of tribute and therefore he submitted a petition requesting His Highness to excuse his absence (vide Document No. 27). In the Sambat year 1888, the Raja Dhiraj attended on the Sree Darbar. This attendance has been left out by the present Raja Dhiraj.

Number.	Sambat year,	Attendance of the bhabpura Chief.	Allegation in connection with it of the present Raja Dhiraj as put forth in Appendix B annexed with his Memorandum submitted by him to the Agent to the Governor-General with his Kharita, dated the 27th May 1898.	Refutation of the allegation (column 4) and remarks.
7	Sambat 1889 (A.D. 1832).	Raja Dhiraj Madho Singhji attended at Udaipur on Kartic Sud 8, Sambat 1889, to render service to the Sree Darbar (vide Document No. 37).	Kartic Sud 2, Sambat, 1889. Raja Dhiraj Madho Singhji proceeded to Udaipur for the settlement of the then pending question (vide No. 6, Appendix B).	A mere pernsal of the petition submitted by Raja Dhiraj Madho Singhji will show how far the allegation of the Raja Dhiraj is to be relied upon. It was in fact on account of his being involved in pecuniary difficulties that he could not attend on the Dussera festival and consequently he submitted the petition requesting His Highness to excuse the delay (vide Document No. 36).
8	Sambat 1892 (A.D. 1836).	Raja Dhiraj Madho Singhji attended at Udai- pur on Fagan Sud 14, Sambat 1892, to render service to the Sree Dar- bar (ride Docu- ment No. 43).	Fagan Sud 11, Sambat 1892. Raja Dhiraj Madho Singhji proceeded to Udaipur for the settlement of some questions (vide No. 7, Appendix B).	The Raja Dhiraj has cited no authority for his assertion.
ħ	Sambat 1893 (A.D. 1836) Dussera.	Raja Dhiraj Madho Singhji attended at Udai- pur on Asoj Sud 9, Sambat 1893, to render service to the Sree Dar- bar (vide Docu- ment No. 44).	•••••	The Raja Dhiraj has left out this attendance.
10	Sambat 1893 (A.D. 1837).	Raja Dhiraj Madho Singhji presented himself at camp Rohera in the service of the Sree Darbar on Fagan Vid 6, Sambat 1893 (vide Document No. 47).		The Raja Dhiraj has made no mention of this attendance in his Appendix B. In the Sambat year 1893, when His Highness proceeded to Abu, the Raja Dhiraj was called upon to attend. Consequently he joined the Sree Darbar at camp Rohera (vide Documents Nos. 46 and 47).
11	Sambat 1895 (A.D. 1838) Dussera.	Raja Dhiraj Madho Singhji presented himself at Udaipur on Asoj Sud 10, Sam- bat 1895, to ren- der service to the Sree Darbar (vide Document No. 53).	Asoj Sud 4, Sambat 1895.  Raja Dhiraj Madho Singhji proceeded to Udaipur to pay the con- dolence visit due on ac- count of the death of His Highness the Maharana Jawan Singhji (vide No. 8, Appendix B).	In the Sambat year 1895 Raja Dhiraj Madho Singhji attended in compliance with the Dussera parwana just like the other Fendatory Chiefs. The present Raja Dhiraj, in order to suppress the real facts, has given a different version. But a perusal of the petitions submitted by Raja Dhiraj Madho Singhji will show that his attendances were for service and not for reasons as stated by the present Raja Dhiraj (vide Documents Nos. 27, 36, 66, 70, 74, and 75).

# STATEMENT B-(Guntd).

Number.	Sambat year.	Attendance of the Shahpura Chief.	Allegation in connection with it of the present Raja Dhiraj as put forth in Appendix B aunexed with his Memorandum submitted by him to the Agent to the Governor-General with his Kharita, dated the 27th May 1898.	Ecfutation of the allegation (column 4) and remarks.
12	Sambat 1896 (A.D. 1839) Dussera.	Raja Dhiraj Madho Singhji attended at Udai- pur on Asoj Vid 3, Sambat 1896, to render service to the Sree Dar- bar (vide Doeu- ment No. 54).		The Raja Dhiraj has left out this attendance.
13	Sambat 1896 (A.D. 1840).	Raja Dhiraj Madho Singhji attended at Soan Bhadra (the Ganges) on Asarh Vid 30, Sambat 1896, to render service when His Highness went for pilgrimage (vide Document No. 57).		The Raja Dhiraj has left out this attendance. This attendance is proved by the petitions submitted by Raja Dhiraj Madho Singhji (vide Documents Nos. 55 and 56).
14	Sambat 1897 (A.D. 1840).	Raja Dhiraj Madho Singhji attended at Bika- nir on the Sree Darbar on Kartic Vid 2, Sambat 1897 (vide Docu- ment No. 58).		This attendance has also been left out by the Raja Dhiraj. In support of this attendance there is a petition of Raja Dhiraj Madho Singhji himself (vide Document No. 59).
15	Sambat 1899 (A.D. 1842).	Raja Dhiraj Madho Singhji attended at Udai- pur on Sawan Vid 13, Sambat 1899, to render service to the Sree Darbar (vide Do- eument No. 64).		This attendance has also been left out by the Raja Dhiraj.
16	Sambat 1901 (A.D. 1844) Dussera.	Raja Dhiraj Madho Singhji attended at Udaipur on Asoj Sud 9 to render service to the Sree Darbar (vide Doeument No. 76).	Asoj Sud 3, Sambat 1901. Raja Dhiraj Madho Singhji paid a condo- lence visit dne on account of the death of His Highness the Maharana Jawan Singhji (vide No. 9, Appendix B).	In the year 1901 Raja Dhiraj Madho Singhji attended in eomplianee with the Dussera parwana as will appear from the petitions submitted by him at that time (vide Doeuments Nos. 74 and 75). He stated in No. 75: "Our worth depends upon our service." It is thus evident that this attendance was for the Dussera service. Besides the allegation of the present Raja Dhiraj made in his Representation that Raja Dhiraj Madho Singhji stayed at Udaipur for

	-i			
Number.	Sambat year.	Attendance of the Shahpura Chief.	Allegation in connection with it of the present Raja Dhira as put forth in Appendix I annexed with his Memorandum submitted by him to the Agent to the Governor-General with his Kharita, dated the 27th May 1898.	Refutation of the allegation (column 4)
· · · · ·	-			75 days (vide page 7, para. 3, Representation) proves that a subordinate Jagirdar alone, bound to render service, would stop for two or three months. An independent Chief coming to pay a condolence visit would not stop for so many months. In fact Raja Dhiraj Madho Singhji attended and performed the requisite service of three mouths.
	Sambat 1904 (A.D. 1848).	The Jamiat (quota) of Raja Dhiraj Jagat Singhji attended at Udaipur under his representative to render service in the month of Magh, Sambat 1904 aud remained in attendance up to the month of Bhadwa, Sambat 1905, that is, for eight months (vide Document No. 84).	•••••	In proof of this attendance there is the petition of Raja Dhiraj Jagat Singhji (vide Doeument No. 84). The Raja Dhiraj has left out this attendance.
18	Sambat 1905 (A.D. 1849).	Raja Dhiraj Jagat Singhji attended at Udai- pur on Jaith Vid 6, Sambat 1905, to render service to the Sree Dar- bar (vide Doeu- ment No. 88).	Baisakh, Sambat 1905. Raja Dhiraj Madho Singhji died in the Asoj, Sambat year 1902, his successor, Jagat Singhji, a minor of 9, proceeded to Udaipur to receive his sword (vide No. 10, Appendix B).	A subordinate Jagirdar alone undergoes through the ceremony of Talwar Bandhi (Investiture with sword) at the hand of his suzerain.
19	Sambat 1907 (A.D. 1851).	Raja Dhiraj Jagat Singliji attended at eamp Mandalgarh on Pous Sud 12, Sambat 1907, to pay his homage to His Highness (vide Doeument No. 97).	••••	The Raja Dhiraj has left out this attendance.
20	Sambat 1908 (A.D. 1852).	render service to the Sree Darbar (vide Document No. 101).	Fagan Vid 8, Sambat 1908. In the last visit there was some dispute regarding the ecremonies observed on such occasions, consequently he proceeded in the month of Fagan and an agreement regarding ceremonies and usage was executed (vide No. 11, Appendix B).	Raja Dhiraj Jagat Singhji was summoned under a parwana, eonsequently he attended, as is evident from Doeuments Nos. 99 and 100.

Number.	Sambat year.		Allegation in connection with it of the present Raja Dhiraj as put forth in Appendix Bannexed with his Memorandum submitted by him to the Agent to the Governor-General with his Kharita, dated the 27th May 1898.	Refutation of the allegation (column 4) and remarks.
21	Sambat 1911 (A.D. 1855).	Raja Dhiraj Laehman Singhiji attended at Udai- pur on Fagan Sud 10 to render service to the Sree Darbar (vide Do- cument No. 107).	Fagan Sud 3, Sambat 1911.  Raja Dhiraj Jagat Singhji died in Asoj, Sambat 1910. His successor, Lachman Singhji (a minor of 10) proceeded to receive his sword in the month of Fagan. The Darbar made an illegal demand for Investiture fee. The discussion went on for more than a month and the Raja Dhiraj was therefore obliged to submit the case to the Political Agent, through whom it was long after settled in Sambat 1924 (vide No. 12, Appendix B).	Vide remarks on No. 18 above.
22	Sambat 1912 (A.D. 1855).	The Jamiat (quota of troops) of Raja Dhiraj Lachman Singhij attended at Udaipur under his representative Bhopal Singhj (vide Document No. 108).		This attendance has been left out by the Raja Dhiraj.
23	Sambat 1918 (A.D. 1861)	Raja Dhira Lachman Singhj attended with hi full quota of troop at Udaipur or Pous Vid 9, Sam bat 1918, to rende service to the Sre Darbar (vide Do eument No. 134)	His Highness the Maharana Sarup Singhi died in Sambat 1918 and Raja Dhiraj. Iachman Singhii proceeded to pay the condolence visit in the month of Pous (vid	made this allegation. Raja Dhira i Lachman Singhji attended to de perform service and also per formed the palaee watch or Tuesday, the 5th of Magh. If had gone for a condolence visit
2	4 Sambat 1921-22 (A.D. 1865	Raja Dhira Laehman Singh attended at Uda pur with his Jam at on Jaith Sud Sambat 1921, render service the Sree Darb and departed f Shahpura a f te the Dussera of t Sambat year 192 that is, after f months (vide I cument No. 15)	As the underment tioned important cases were pending, the Ra Dhiraj on the advice the then Agent to the Governor-General preceded to Udaipur for equitable settlement, be was quite unsuecessful (1) Raja Dhiraj's claifor the recovery of a loo- of rupees on account	Raja Dhiraj can be very not refuted by Documents Nos. 14 to 153 in the Book of Document ary Evidence (vide note of Document No. 145).  Raja Dhiraj can be very not refuted by Documents Nos. 145

_	1		·	•
	Sambat ye	Attendance of the Shahpura Chief.	Allegation in connection vit of the present Raja Dhas put forth in Appendia annexed with his Memorane submitted by him to the Agto the Governor-General vhis Kharita, dated the 2 May 1898.	k B lum Refutation of the allegation (column 4) ent and remarks.
`			(2) Darbar's demarger for service and Chhatoo according to Kaulnan signed by other Sarda of Mewar.  (3) Raja Dhiraj's claif for the recovery of I vestiture fee illegal realized by the Darbard (vide No. 14, Appendix I	nd na ars m n- ly
. 25	Sambat 1924 (A.D. 1867 Dussera.	Raja Dhira Laehman Singhr attended at Udai pur on Asoj Su 9, Sambat 1924, t render service to the Sree Darba (vide Doeumen No. 158).	Three years after the Darbar gave a written promise of returning the Investiture fee. Consequently the Raja Dhira proceeded in Asoi, when	Dhiraj is untrue. As a matter of faet Raja Dhiraj Laehman Singhji did attend, like the other Sardars of Mewar, to render service to the Sree Darbar on the Dussera (vide note on Doeument No. 145).
26	Sambat 1927 (A.D. 1870).	Nahar Singhi		This attendance has been left out by the present Raja Dhiraj. This attendance can be proved by the petitions of the Raja Dhiraj himself (vide Documents Nos. 168 and 170).
27	Sambat, 1928 (A.D. 1871) Dussera.	Raja Dhiraj Nahar Singhji at- tended at Udai- pur on Asoj Sud 9, Sambat 1928, to render service to the Sree Darbar on the Dussera (vide Document No. 180).	Sambat year 1928. The present Raja Dhiraj succeeded to the Gadi in the month of Jaith in Sambat 1927, and proceeded to Udaipur to receive his sword in the next year (vide No. 16, Appendix B).	attended to render service on the Dussera, like the other Fendatory Chiefs, in compliance with the usual Dussera parwana (vide note on December 18-18).
28.		1950, to render	Sambat 1930. The Raja Dhiraj being summoned duly proceeded for the settlement of the pending important matters (vide No. 17, Appendix B).	The proceedings of the year are described in detail in the note on Document No. 189. On a perusal of which it will be quite evident that the Raja Dhiraj attended to render service to the Sree Darbar (vide note on Document 189).

Number.	Samh	at year.	Att		it of as pranner subm to the his I	gation in connection with the present Raja Dhiraj ut foith in Appendix B sed with his Memorandum itted by him to the Agent e Governor-General with Kharita, dated the 27th 1898.	Refi	ntation of the allegation (column 4) and remarks.
29	1	mbat 931 . 1874).	Naltene pur Suc 198 ser Da gra Po	Raja Dhiraj nar Singhji at- ded at Udai- e on Kartic d 11, Sambat 31, to render vice to the Sree rbar and was anted leave on ous Vid 10 (vide becument No. 7).	The ed visit of Mai Sin	ambat 1931.  Raja Dhiraj proceedto pay his condolence t soon after the death His Highness the harana Shambhraghji, which took place the same year (vide. 18, Appendix B).	on sto the rer	An independent Chief coming a condolence visit would not p for two months. In fact, Raja Dhiraj attended to nder his usual scrvice.
30	į	Sambat 1932 D. 1875.)	(q of N to	The Jamiat nota of troops) Raja Dhiraj ahar Singhjiat anded at Udainr to render serice to the Sreedarbar.	-	•••••	D	This attendance is proved by Document No. 212.
3	_	Sambat 1933 .D. 1876	) to S	Raja Dhira Nahar Singhji at ended on th Sree Darbar a camp Bhilwar on Migsar Vid S a m b a t 193 vide Documen No. 214).	c   c   ra   s,   s3			This attendance has been left out by the Raja Dhiraj.
	32	Sambat 1933 A.D. 1876	6.)	The Jamia (quota of troop of Raja Dhir Nahar Singhjia tended at Udpur under his presentative render service the Sree Dark (ride Docume No. 215).	raj at- ai- t o to bar	••••	-	This attendance has been left out by the Raja Dhiraj.
•	33	Samba 1934 (A.D. 187		Raja Dhir Nahar Singhji tended at Urpur on Jaith 5, Sambat 19 to render ser to the Srec I barand was gred leave Sawan Suc following, the after two mo and 12 de (vide Docum No. 216).	dai- Vid )34, vice Oar- ant- on l 2 it is, ntlis	Appendix B).	was Thas ment s in ingly the was a ad- nt in	by the Sree Darbar (viae Doct ment No. 221). The detai are given in the note on Doct ment No. 217.

Number.	Sambat year.	Attendance of the Shahpura Chief.	Allegation in connection with it of the present Raja Dhiraj as put forth in Appendix B annexed with his Memoraudum submitted by him to the Agent to the Governor-General with his Kharita, dated the 27th May 1898.	Refutation of the allegation (column 1) and remarks.
39	Sambat 1941 (A.D. 1884) Dussera.	Raja Dhiraj Nahar Singhii at- tended at Udai- pur on Asoj Sud 9, Sambat 1941, to render service to the Sree Darbar (vide Document No. 235).	Sambat year 1941. The late Darbar was seriously ill and hence the Raja Dhiraj proceeded in October to enquire after his health (vide No. 21, Appendix B).	In this year also the Raja Dhiraj attended to render the usual Dussera service, like other Feudatory Chiefs (vide note on Document No. 236).
40.	Sambat 1941 (A.D. 1885).	Raja Dhiraj Nahar Singhji at- tended at Udai- pur on Fagan Vid 3, Sambat 1941, to render service to the Sree Dar- bar (vide Docu- ment No. 236).	And again some four months after to pay the condolence visit after the Darbar's death, which took place in the month of December 1884 (vide No. 21, Appendix B).	(Vide note on Document No. 236).
41	Sambat 1944 (A.D. 1887) Dussera.	Raja Dhiraj Nahar Singhji at- tended at Udai- pur on Asoj Sud 3, Sambat 1944, to render service to the Srcc Dar- bar (vide Docu- ment No. 239).	The Raja Dhiraj proceeded on the Dussera on the Darbar's promising a settlement in the long pending service ques-	(Vide note on Document No. 240).
42	Sambat 1944 (A.D. 1888).	Raja Dhiraj Nahar Singhji attended on the Sree Darbar at camp Kakrolia or Chait Sud 2, Sam- bat 1944 (vid Document No 240).		This attendance has been left out by the Raja Dhiraj.
43	Sambat 1947 (A.D. 1891)	Raja Dhira Nahar Singhj attended at Udai- pur on Jaith Vic 3, Sambat 1947, to render service to the Srce Darbar.	The Raja Dinraj was again advised to go and try for having an equitable settlement, but there seemed to be no hope of	l be proved by his own petition: c (vide note on Document No. 242) f

			1		
Number.	Sambat year.	Attendance of the Shahpura Chief.	Allegation in connection with it of the present Baja Dhiraj as put forth in Appendix B annexed with his Memorandum submitted by him to the Agent to the Governor-General with his Kharita, dated the 27th May 1898.	Refutation of the allegation (column 4) and remarks.	
34	Sambat 1935 (A.D. 1878).	Raja Dhiraj Nahar Singhji at- tended on the Sree Darbar at camp Jalazpur on Pous Vid 10. Sambat 1935, when His High- ness was on tour (vide Document No. 224).		This attendance has been left out by the Raja Dhiraj. This attendance can be proved by the petition of the Raja Dhiraj h i m s e l f (vide Document No. 223).	
35	Sambat 1936 (A.D. 1879).	Raja Dhiraj Nahar Singhji at- tended on the Sree Darbar at camp Hurra on on Migsar Sud 8. Sambat 1936, when His High- ness was on tour (vide Document No. 225).		This attendance has been left out by the Raja Dhiraj.	
36	Sambat 1936 (A.D. 1880).	Raja Dhira j Nahar Singhii at- tended at Udai- pur on Magh Vid 30, Sambat 1936, to render ser- vice to the Sree Darbar (vide (Doeument No. 227).	The Raja Dhiraj was summoned under a Khas Ruqa for consultation in State matters. Accordingly he proceeded and stayed there for about on emonth (vide No. 20, Appendix B).	attend on the occasion of the Dussera in the Sambat year 1936, a reminder was sent. Consequently he attended (vide Document Nos. 226 and 227	
37	Sambat 1937 (A.D. 1880) Dussera.	Raja Dhiraj Nahar Singhiji at- tended at Udai- pur on Asoj Sud 8, Sambat 1937, to render service to the Sree Darbar (ride Document No. 228).		This attendance has been left out by the Raja Dhiraj (vide note on Document No. 228).	
38	Sambat 1938 (A.D. 1881).	Raja Dhira j Nahar Singhiji at- tended at Udai- pur on Mig- sar Vid 14, Sam- bat 1938, to reu- der service to the Sree Darbar (vide Document No. 231).		This attendance has been left out by the Raja Dhiraj (vide note on Document No. 231).	